

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/232

TITLE: Clelands Cold Storage and Distribution Pty Ltd - Greenacre Agreement 2002

I.R.C. NO: IRC02/2191

DATE APPROVED/COMMENCEMENT: 18 June 2002/1 January 2002

TERM: 1 January 2005

NEW AGREEMENT OR VARIATION: New

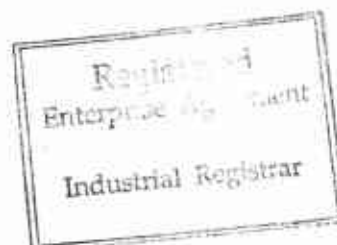
GAZETTAL REFERENCE: 19 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 50

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all persons employed by Clelands Cold Storage and Distribution Pty Ltd at their place of business, 1 Moondo Street, Greenacre, NSW, in the trade of freezing or refrigerating goods of any kind for the purpose of trade or sale, including the packaging of such goods, that fall within the coverage of the Storeman and Packers, General (State) Award

PARTIES: Clelands Cold Storage & Distribution Pty Ltd -&- National Union of Workers, New South Wales Branch



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FILED
17 APR 2002
OFFICE OF THE INDUSTRIAL
REGISTRAR

Clelands Cold Storage and Distribution Pty Ltd

Greenacre

Enterprise Agreement

January 1, 2002 to January 1, 2005



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PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1 AGREEMENT TITLE

This Agreement will be known as the "Clelands Cold Storage and Distribution Pty Ltd – Greenacre Agreement 2002".

2 ARRANGEMENT

This Agreement is arranged as follows:

Part 1 - Application and Operation Of Agreement

1. Agreement Title
2. Arrangement
3. Anti-Discrimination
4. Commencement Date And Period Of Operation
5. Coverage Of Agreement
6. Parties Bound
7. Quality Certification

Part 2 - Australian Workplace Agreement and Certified Agreements

8. Australian Workplace Agreements (AWA's)

Part 3 - Communication, Consultation and Dispute Resolution

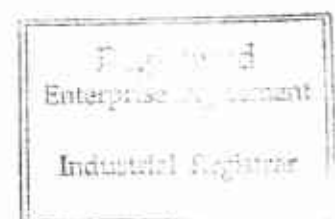
9. Consultative Mechanisms And Procedures In The Workplace
10. Introduction Of Major Change In The Workplace
11. Dispute Prevention And Settlement Procedure
12. Suspension

Part 4 - Employer and Employee's Duties, Employment Relationship and Related Arrangements

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14. Employment Categories
15. Employment Protection
16. Performance Policy
17. Notice of Termination by Clelands/employer
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21. Allowances
22. Mixed Functions
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- 29. Stand Down
- 30. Breaks
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- 45. Clothing Equipment And Tools
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- 47. Forklift Licences, Medicals, Semi-Licence Or Any Special Work Related Licences
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Part 10 - Agreement Compliance and Union Related Matters

- 49. Union Membership - Freedom Of Association
- 50. Time And Wages Records
- 51. Right Of Entry
- 52. Copy Of Agreement
- 53. Negotiation Of A Subsequent Agreement.





3 ANTI-DISCRIMINATION

- 3.1 It is the intention of the Parties to this Agreement to achieve the principal object in the by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or association with a trade union.
- 3.2 Accordingly, in fulfilling their obligations under the disputes resolution procedure the Parties must make every endeavour to ensure that neither the Provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 3.3 Nothing in this clause is to be taken to affect:
- 3.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 3.3.2 An employee, Clelands or NUW, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

4 COMMENCEMENT DATE AND PERIOD OF OPERATION

This agreement will come into force from the pay period week commencing 1 January, 2002 and will remain in force until 1 January, 2005

5 COVERAGE OF AGREEMENT

- 5.1 This agreement will apply to all persons employed in the trade of freezing or refrigerating goods of any kind for the purpose of trade or sale, including the packaging of such goods employed by Clelands Cold Storage and Distribution Pty Ltd operating under the Storeman and Packers NSW General Award at their place of business 1 Moondo Street, Greenacre, NSW.

6 PARTIES BOUND

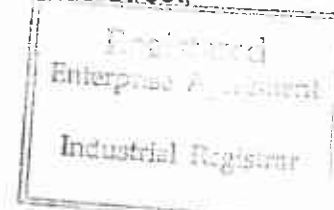
This Agreement will be binding upon:

The National Union of Workers-NSW Branch (the Union) it's officers and members;
Clelands; and

All employees, whether members of the Union or not whose employment is at any time when this Agreement is in operation are subject to this Agreement.

7 QUALITY CERTIFICATION

- 7.1 Employees will assist and cooperate on all matters required of them for Clelands to attain and maintain appropriate standards to AQIS certification level and to adhere to the HACCP program.
- 7.2 Employees are expected to maintain a level of personal presentation appropriate to the workplace.





PART 2 - AUSTRALIAN WORKPLACE AGREEMENTS AND CERTIFIED AGREEMENTS

8 AUSTRALIAN WORKPLACE AGREEMENTS (AWA's)

- 8.1 Clelands will not employ persons covered by this Agreement under the terms of an Australian Workplace Agreement or any other form of individual contract.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9 CONSULTATIVE MECHANISMS AND PROCEDURES IN THE WORKPLACE

- 9.1 Clelands and employees and the union, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this agreement, which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.
- 9.2 Nothing in this agreement will prevent or restrict the parties from discussions concerning future modifications to work practices where such current work practices fall out side of Clelands client's requirements. Such discussions shall take place between the employers nominated representatives and the consultative committee.

10 INTRODUCTION OF MAJOR CHANGE IN THE WORKPLACE

10.1 Clelands Duty To Notify

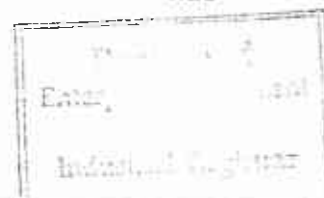
- 10.1.1 Where Clelands has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Clelands will notify the employees who may be affected by the proposed changes and the Union.

- 10.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of Clelands's workforce or in the skills required, the elimination or diminution of job opportunities promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Where this Agreement makes provision for alteration of any of the matters referred to above an alteration will be deemed not to have significant effect.

10.2 Clelands Duty To Discuss Change

- 10.2.1 Clelands will discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 10.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse affects of such changes on employees and will give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

- 10.2.2 The discussions will commence as early as practicable after a definite decision has been made by Clelands to make the changes referred to in 10.1.1.





10.2.3 For the purpose of such discussion, Clelands will provide in writing to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that Clelands will not be required to disclose confidential information the disclosure of which would be inimical to Clelands's interests.

11 DISPUTE PREVENTION AND SETTLEMENT PROCEDURE

A procedure for the avoidance of industrial disputes will apply in the establishments covered by this agreement.

The objectives of the procedure will be to promote the resolution of disputes by measures based on consultation, co-operation and discussions; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

11.1 The following procedure with 4 stages of discussion will apply

- Discussions between the employee/s concerned and at their request the appropriate union delegate/s, and the immediate supervisors;
- If settlement is not reached discussions involving the employee/s, the union delegate/s and more senior management;
- If Agreement is not reached, discussions involving representatives from the union/s concerned and management;
- If there is still no agreement, discussions involving senior union officials (Branch Secretary or State Official) and senior management or their representatives.
- At any stage either party can raise the issue to a higher stage.

11.2 If the matter is still not settled it will be submitted to a member of the State Industrial Relations Commission (Commission), whose decision will, subject to any rights appeal, be final and will be accepted by the parties.

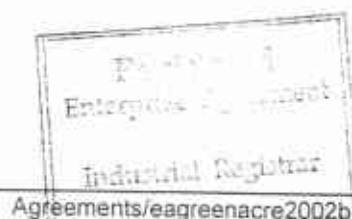
11.3 There will be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

11.4 Throughout the procedure the relevant facts need to be clearly identified and recorded

8.8 Sensible time limits will be allowed for the completion of each of the various stages of discussions.

11.6 Emphasis will be placed on a negotiated settlement.

11.7 Until the matter is determined, the status quo will prevail. Pre dispute conditions will continue to apply except where a bonafide safety issue is involved while any matters in dispute are being negotiated in good faith





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12 SUSPENSION

(a) Application

Where the appropriate union representative cannot be contacted, an immediate suspension shall apply of no longer than 24 hours, until the appropriate union representative is contacted.

(b) Purpose

The purpose of this clause is to provide a "cooling off" period in relation to, and to remove an employee from the site immediately after, the employee's alleged serious breach of discipline/contract/Company policy and to allow sufficient time for a full and proper investigation.

(c) Conduct Justifying Suspension

- (i) An employee may be suspended without pay for a period no longer than 2 working days, pending an investigation, for conduct, which amounts to a serious breach of contract or a serious breach of discipline or a serious breach of Company policy. Without limiting the generality of the foregoing, circumstances justifying suspension include allegation of:-
- An employee attending for work in a state of intoxication or in a state which reasonably resembles intoxication;
 - Fighting, verbal abuse, threatening behaviour, sexual harassment; and other forms of harassment, provocation or discrimination.
 - Unsafe work practices after correct instructions have been given e.g. removal of safety device, unsafe forklift driving.
 - Causing wilful damage.
 - Theft or attempted theft.
 - Threatening to cause a detriment to the business.
- (ii) This clause will not normally apply to absenteeism, unsatisfactory work performance and lateness.
- (iii) This clause does not abrogate the right to dismiss an employee summarily where the conduct of the employee warrants such action.
- (iv) The Clelands Cold Stores (Aust) Pty Ltd Drug and Alcohol Policy shall be applied in conjunction with this clause. This Policy appears as an appendix to this Agreement Appendix 1.

(d) Duration of Suspension

The period of suspension shall be specified by the Company as soon as practicable, in consultation with the appropriate Union official. It shall correspond to the period required to fully and properly assess the facts including an interview with the employee. The period of suspension shall be no longer than 2 working days, provided that all parties, including Company and Union representative, shall make themselves available during that period to finalise the inquiry as rapidly as possible. If the period of suspension is to be longer than 2 working days, the period of suspension in excess of 2 working days will be paid.



(e) Procedure

- (i) Upon the conclusion of the investigation the Company shall advise the appropriate Union official of its determination and immediately advise the employee in writing of such determination.
- (ii) If the Company has determined that a breach of contract/discipline/Company policy did not occur the employee shall resume duties as soon as practical and the employee shall receive the wages he/she would normally have received had the employee not been suspended. This does not include payment for additional time outside the standard roster.
- (iii) If the Company agree that the breach of contract/discipline/Company policy did occur they shall agree on the appropriate course of disciplinary action. This may involve any one or more of the following:
 - Non payment of wages for the period of the employee's suspension.
 - Formal warning/final warning;
 - Termination of employment.
- (iv) Where no disciplinary action is determined, pay docked during the period of suspension will be repaid to the employee in the next pay period.

PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

13 EMPLOYEE DUTIES

- 13.1 Clelands may direct an employee to carry out duties that are within the limits of the employee's skill, competence and training which are consistent with the classification structure in this Agreement. Such duties will not be designed to promote deskilling.
- 13.2 Clelands may direct an employee to carry out such duties and use such tools and equipment as may be required. The employee must have been properly trained in the use of such tools and equipment.
- 13.3 Any direction issued by Clelands pursuant to paragraphs 13.1 and 13.2 will be consistent with Clelands responsibilities to provide a safe and healthy work environment.

14 EMPLOYMENT CATEGORIES

14.1 Probationary Employment

- 14.1.1 All employees will initially be engaged on a probationary period of not more than 3 months.
- 14.1.2 The employee and/or Clelands may terminate the agreement of employment at any time during the probationary period by way of written notice not less than 1 day in advance.
- 14.1.3 It is the responsibility of Clelands to follow the process of:



- 14.1.3(a) induction training;
- 14.1.3(b) counselling/evaluation;
- 14.1.3(c) training;
- 14.1.3(d) evaluation and performance improvement directives;
- 14.1.3(e) at the conclusion of 3 months Clelands must provide the employee with an explanation of performance and determine the probationary employees future with the company by either:
 - 14.1.4(a) appointing the probationary employee as a permanent employee; or
 - 14.1.4(b) recommending that the probationary employee's employment is discontinued.
- 14.1.5 The above process may be shorter where a probationary employee is deemed to be unsuited to Clelands work, and is appropriately counselled to accept termination; where all courses of assistance have been provided to make ongoing employment possible have failed.
- 14.1.6 For the purpose of employment conditions, a probationary employee will be regarded as full time (paid as permanent for the purposes of annual leave, sick leave, worker's compensation, overtime, superannuation - however the employee does not assume permanency until the satisfactory completion of the probationary period).
- 14.1.7 Upon a probationary employee being made permanent, all entitlements accrued during the probationary period shall be carried forward.
- 14.1.8 If a probationary employee should cease employment with the company, normal conditions of employment shall be applied (as if the employee had been permanent/full time) except as provided by legislation.
- 14.1.9 All new employees will be recruited on the understanding that there is a three month probationary period.

14.2 Weekly Employment

Employment will be by the week. Any employee not specifically engaged as a casual employee will be deemed to be employed by the week.

14.3 Part-Time Employment

Clelands may, in addition to employing full-time employees, employ part-time employees upon the following terms:

- 14.3.1 Part-time employment, for the purposes of this clause, will be employment for less than 38 hours per week but not less than fifteen hours per week on a regular and continuous basis. Hours of part-time work between 15 to 38 will be subject to agreement between the employee and Clelands.



- 14.3.2** Part-time employees will be rostered to work regular hours on regular days in accordance with the agreement provisions for weekly employees. One weeks notice period shall apply to changes of the roster.
- 14.3.3** Such employee for working ordinary time will be paid per hour 1/38th of the weekly rate prescribed by this agreement for work which the employee performs, and in addition will be entitled to shift premiums on a pro rata basis, where applicable.
- 14.3.4** An employee on a part-time basis will be entitled to payments in respect of annual leave, public holidays, sick leave and bereavement leave arising under this agreement on a proportionate basis calculated on the normal ordinary hours worked.
- 14.3.5** Overtime rates will apply for hours worked in excess of the applicable permanent roster on any one day. Where an employee agrees to work on a non rostered day, normal rates will apply provided the total ordinary hours for that week do not exceed 38 hours.
- 14.3.6** Part-time employees will be entitled to equal access to all appropriate training and promotional opportunities.
- 14.3.7** Part-time employees will not be subject to any form of discrimination in the case of redundancies.
- 14.3.8** A full-time employee who wishes to convert to part-time employment will be permitted to do so, if Clelands agrees and subject to the conditions set out in this clause. If such an employee transfers from full-time to part-time employment all accrued award, over award, Agreement and legislative rights will be maintained and employment will be deemed to be continuous provided that no break in service occurs. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment in this agreement.
- 14.3.9** A full-time employee who requests part-time work and is given such work may revert to full-time employment on a specified future date by agreement with Clelands and recorded in writing.
- 14.3.10** No existing full-time employee will be transferred by Clelands to part-time employment without the written consent of the employee.
- 14.3.11** Clelands will not terminate a full-time employee with the intention of re-employment as a part-time employee.

14.4 Casual Employment

- 14.4.1** A casual employee is one engaged and paid as such. For all time worked a casual employee will be paid one thirty-eight of the weekly wage prescribed in this agreement for the work which they perform, plus 22.5 per cent.
- 14.4.2** A casual employee required to work on any day will be entitled to a minimum of four hours pay.

14.5 Limited Tenure Employee

- 14.5.1** Clelands shall be entitled to employ persons for a fixed period of time or for the life of a specific project. The employee shall not be engaged for a period exceeding **12** months.



- 14.5.2** Where the specific project for which the employee is engaged is expected to run overtime or the period for which the employee is to be engaged may need to be extended, Clelands, the employee and the Union will meet to discuss the matter.
- 14.5.3** An employee engaged under this clause shall be engaged under conditions identical to this agreement except that the employee will not be entitled to redundancy payments. Clelands and the union may agree to modifications to employment conditions where there is any difficulty in recruiting employees for limited tenure positions.
- 14.5.4** Any employee who has accepted temporary assignment at another location will be returned to their original location at the conclusion of the agreed assignment.

15 EMPLOYMENT PROTECTION

- 15.1.1** The role of casuals is to cater for peaks in demand for labour. Casual employment will not be used to replace full-time or part-time permanent employment. Accordingly casuals will not be employed for extended periods.
- 15.1.2** Casuals employed on a regular basis for a period of longer than 6 months in any 12 month period will be deemed to be permanent employees.
- 15.1.3** This period may be extended by consultation and agreement with the employee concerned.

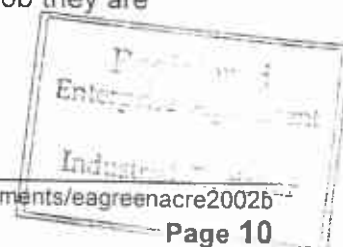
16 PERFORMANCE POLICY

16.1 Policy

- 16.1.1** It is the responsibility of each supervisor and manager to create the conditions necessary for the individuals under their control to perform to the required standard.
- 16.1.2** The emphasis on the Supervisor and manager's responsibility is important because unless the individual is carefully selected, well trained, knows the job and the performance expectations of that job they are unlikely to be successful. Individuals have a right to know what is expected of them and how well they are doing on the job. It is expected that supervision will discuss their performance and suggest means of improvement as needed.
- 16.1.3** Should individuals not perform to expectations it is vital that supervisors and managers take early action to remedy the situation. This is strongly recommended in the interests of the supervisor and manager, the company and the individual concerned.
- 16.1.4** The intent of this plan is to provide guidance on the action to be taken with either management staff or weekly paid people if these situations arise.

16.2 Definition of Unsatisfactory Performance

- 16.2.1** In a general sense unsatisfactory performance is defined as the inability of an individual to achieve expected results, quality or standards of behaviour in the job they are performing.





16.2.2 Each supervisor or manager must decide these expectations for subordinates, communicate these expectations and administer them fairly and consistently.

16.3 Communication with Employees

The most important requirement for successful conclusion of an unsatisfactory performance situation is immediate communication with the employee.

16.4 Counselling

16.4.1 When a performance problem has been identified, counselling should be initiated. Counselling is used to inform the individual of the supervisors concerns and should include a thorough discussion of the specific area of unsatisfactory performance. The standards of performance expected by the supervisor should be clearly spelt out and agreed with the employee.

16.4.2 Generally speaking, the key to the counselling process is informality and in most instances it will not be a written warning. As part of this informality, it would be the exception rather than the rule to involve the Union delegate in a counselling session.

16.5 First Warning

16.5.1 After a reasonable period of time where counselling has not brought about any change in the performance and the performance problem is sufficiently serious, it may be necessary to issue a formal written first warning. It is important that both the individual and the supervisor have a thorough understanding of the meaning of such a warning and of the consequences if improvement in performance is not realised and such performance remains at an unsatisfactory level.

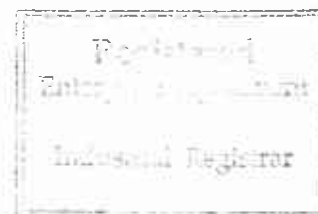
16.5.2 A copy of the first warning should form part of the employee's personal file for future reference.

16.5.3 The first warning should define a specific period of time during which improvement must be demonstrated. Naturally a period of time is not appropriate where the first warning has been brought about by a specific and single incident of misconduct, e.g.: abusive language, horseplay, or the like. Normally the period of time included for the first warning should not exceed six months unless there are unusual circumstances.

16.5.4 The Human Resource Department must be informed of the details of each case prior to the issuing of a first warning.

16.5.5 Employees are entitled to be assisted by another person or Union delegate when defending themselves against allegations regarding their conduct or performance liable to result in the termination of their employment.

16.6 Second and Final Warning

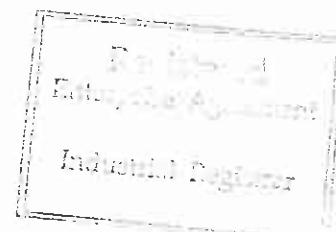




- 16.6.1** Should an employee's performance remain unsatisfactory following a first written warning it may be necessary to issue a final warning. The significance of such warning is that in the event of the employee not performing satisfactorily termination of employment will be the probable consequence. At the very least it may involve the employee in demotion or transfer to a less critical place of work and result in the appropriate reduction in pay. The final warning form must clearly identify the area of performance failure.
- 16.6.2** Because of the seriousness of a final warning, it is imperative that a copy of the final warning be given to the employee and a copy filed in the employee's personal file and such reprimand be given in the presence of the appropriate Union delegate or salaried employee.
- 16.6.3** In issuing a final warning, care must be taken to explain the seriousness of such warning to the employee and that he or she clearly understands that continued unsatisfactory performance will lead to termination. Once again, a time base should be established which will normally not exceed 6 months.
- 16.6.4** If performance improves, but not to a satisfactory level, consideration can be given to extending the final warning period, however, if the required improvement is achieved a follow up review should take place to inform the employee that the final warning status will be removed on the condition that satisfactory performance is sustained.

16.7 Termination Of Employment

- 16.7.1** After the issuing of a final warning and all attempts to support and monitor the continued performance of the employee in line with the established guidelines, and the employee's performance has not shown any immediate improvement Clelands will have no hesitation in terminating the employment contract of the person.
- 16.7.2** The following procedure will apply:
- 16.7.3** Written notification of termination and the reason why in the presence of a union delegate;
- 16.7.4** The appropriate period of notice or equivalent payment in lieu;
- 16.7.5** All entitlements accrued to termination date;
- 16.7.6** All company property is to be returned;
- 16.7.7** The employee is to be escorted from the premises.



17 NOTICE OF TERMINATION BY CLELANDS/EMPLOYEE

- 17.1.1** In order to terminate employment Clelands or an employee will give the following notice:

Period of continuous service	Period of notice
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



- 17.1.2 In addition to the notice in 17.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, will be entitled to an additional week's notice.
- 17.1.3 Payment in lieu of the notice prescribed in 17.3.1 and/or 17.3.2 will be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 17.1.4 In calculating any payment in lieu of notice the wages to be used will be those an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.
- 17.1.5 The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct, or in the case of casual employees or employees engaged for a specific period of time or of a specific task or tasks.
- 17.1.6 For the purposes of this clause, continuity of service will be calculated in the manner prescribed by of clause 31.7.
- 17.2 Subject to financial obligations imposed on Clelands by any Act, if an employee fails to give notice Clelands will have the right to withhold moneys due to Clelands with a maximum amount equal to the ordinary time rate of pay for the period of notice.

17.3 Time Off Work During The Notice Period

Where Clelands has given notice of termination to an employee, an employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the employee after consultation with Clelands.

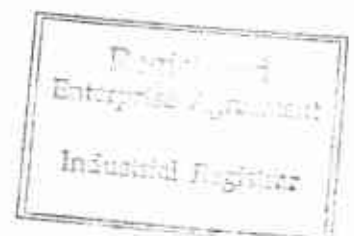
By agreement between Clelands and the employee the employee may be allowed additional time off without pay.

17.4 Statement of Employment

Clelands will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee.

17.5 Instant Dismissal

Notwithstanding the provisions of 17.1 Clelands will have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct and in such cases the wages will be paid up to the time of dismissal only.





18 REDUNDANCY

When genuine retrenchments become unavoidable, the Company will apply the provisions of this agreement to weekly employees who are genuinely redundant where no other suitable employment is available due to a shortage of work for employees at the Liverpool site. These provisions shall not apply where suitable alternative work is available or normal terminations, dismissals or retirements.

18.1 SEVERANCE PAYMENT

Employees made redundant will be paid three (3) weeks pay for each full year of permanent service up to a maximum of 52 weeks. Where employees have been working as full-time casuals prior to becoming permanent the hire date will be used in these calculations.

18.2 NOTICE OF TERMINATION

Those employees made redundant will be paid three (3) weeks notice or pay (weeks pay as per Point 18.1) in lieu at the company's discretion in accordance with agreement provisions.

18.3 LONG SERVICE LEAVE

Permanent employees made redundant with more than five (5) years service will receive pro-rata payments of Long Service Leave.

18.4 SICK LEAVE

Employees made redundant will receive accruals of sick leave to be paid out in accordance with this agreement.

18.5 ANNUAL LEAVE

Employees made redundant will receive pro-rata annual leave payments which will include 17.5% loading.

18.6 ALTERNATIVE EMPLOYMENT LEAVE

Employees made redundant will receive paid time off during the notice period to seek alternative employment, such time off to be subject to prior notice of intentions of attending an interview and permission gained from management, verification of attending interview to be agreed at the time of gaining permission to attend interview.

18.7 CERTIFICATES OF SERVICE

Certificates of service will be provided to all exiting employees on request.

18.8 SUPERANNUATION ENTITLEMENTS

Superannuation entitlements will be paid in accordance with the Trust Deed of the Fund.

18.9 TERMINATIONS DURING NOTICE PERIOD





If an employee who is subject to retrenchment finds alternative employment during the notice period, such employee will be allowed to leave employment at Clelands to take up such demonstrable employment, provided that the employee would not be entitled to any in lieu of notice payments.

18.10 SELECTION OF REDUNDANT EMPLOYEES:

Where possible, retrenchments will be on a voluntary basis. However the future requirements of the Company will remain the major criteria for selection of employees to be selected for retrenchment. Such selection will remain entirely the responsibility of the Company. Individual requests for redundancy will be given additional attention together with consideration for workforce re-training.

PART 5 - WAGES AND RELATED MATTERS

19 WAGE RATES - An increase of 3% or CPI which ever is higher - Refer to Appendix 2

20 CLASSIFICATIONS

20.1 Level 1 - Cold Stores Person

20.1.1(a) Points of Entry

New employee, or

Existing employees performing work within this level.

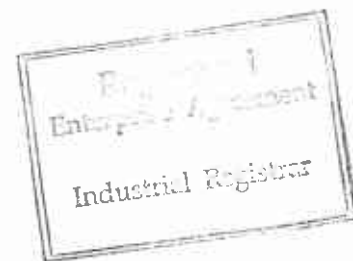
20.1.1(b) Definition

An employee at this level performs routine duties associated with the operation of a warehouse/store under direct supervision and requiring minimum judgement.

20.1.1(c) Skills/Duties

- Undertakes duties in a safe and responsible manner.
- Exercise minimum judgement.
- Responsible for the quality of their own work within the scope of this grade.
- Without limiting the range of the tasks performed, the following are indicative of the tasks which an employee at this level may perform:
 - performs basic recording functions;
 - repairs pallets;
 - storing and packing of goods in accordance with appropriate procedures and/or regulations;
 - periodic stock checks;
 - responsible for housekeeping in own work environment;

20.1.1(d) Training





In house induction and orientation. (3 months probationary period).

20.1.1(e) Promotional Criteria

An employee remains at this level until they are capable of effectively performing (through appropriate training certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.

20.1.2 Level 2 - Cold Stores Person
20.1.2(a) Points of Entry

Level 1, or

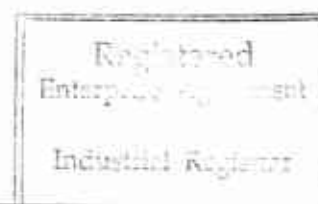
Proven and demonstrated skills (including certification as appropriate) to the level required of this level.

20.1.2(b) Definition

An employee appointed to this level works under general supervision and undertakes a range of tasks which involve an increased level of skill from Level 1 and works within established routines, methods and procedures.

20.1.2(c) Skills/Duties

- Responsible for the quality of their own work subject to detailed direction.
- Operation of all appropriate materials handling equipment, including under licence.
- Work in a team environment and/or under supervision.
- Undertake duties in a safe and responsible manner.
- Possesses basic interpersonal and communication skills.
- Without limiting the range of tasks performed, the following are indicative of the tasks which an employee at this level may perform:
 - accepting delivery, storing, packing and dispatching of goods and materials in accordance with appropriate procedures and/or regulations;
 - preparation and receipt of appropriate documentation;
 - allocating and retrieving goods from specific warehouse areas;
 - basic VDU operation;
 - housekeeping and periodic stock checks;
 - assembling of goods for dispatch in accordance with the specifications of the consignment.
- may be required to perform any of the duties of a lower level.





20.1.2(d) Promotional Criteria

An employee remains at this level until they are capable of effectively performing (through appropriate training certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.
(Appropriate standards yet to be set)

20.1.3 Level 3 - Cold Stores Person

20.1.3(a) Points of Entry

Employee with at least 12 months experience in Level 2 Skills/Duties, or proven and demonstrated skills (including certification as appropriate) to the level required of this level.

20.1.3(b) Definition

An employee appointed to this level works under limited supervision, undertakes a range of duties, and who would have all the appropriate skills of Level 2.

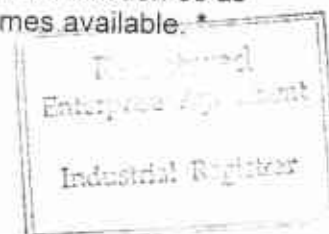
20.1.3(c) Skills/Duties

- Able to co-ordinate work in a team environment under limited supervision.
- Possess sound interpersonal and communication skills.
- Responsible for quality of their own work.
- Without limiting the range of tasks performed the following are indicative of the tasks which an employee at this level may perform:
 - inventory and warehouse control; including:
 - operation of all appropriate materials handling equipment under licence;
 - use of tools and equipment within the warehouse in respect to non-trades maintenance;
 - use of a VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc;
 - maintaining control registers, including inventory control (may be on VDU) and being responsible for the preparation and reconciliation of regular reports on stock movement, dispatches, etc.
 - preparation of stock for container and/or export consignment;
 - checking of goods for receipt and dispatch in accordance with the specifications of the consignment;
 - may be required to perform any of the duties of a lower level.

20.1.3(b) Promotional Criteria

An employee remains at this level until they are capable of effectively performing (through appropriate training certification) the tasks required of this function so as to enable them to progress to the next level as a position becomes available.
(Appropriate standards yet to be set)

20.1.4 Level 4 - Cold Stores Person





20.1.4(a) Points of Entry

Employee with a least 12 months experience in Level 3 skills/duties, or

Proven and demonstrated skills (including certification as appropriate) to the level required of this level.

20.1.4(b) Definition

An employee appointed to this level undertakes a more specialist function involving responsibility and accountability to the enterprise.

20.1.4(c) Skill/Duties

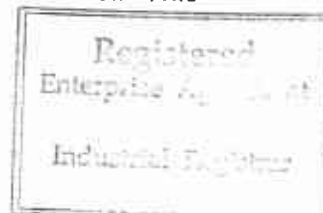
- Responsible for quality control standards
- Sound working knowledge of all warehouse/ stores duties performed at all levels below this level
- May be in charge of a team of employees as designated by Clelands
- Provides direction and guidance to other employees, to other employees, including the ability to assist in the provision of on-the-job training and induction.
- Possess advanced level of interpersonal skills.
- Exercises discretion within the scope of this level.
- Without limiting the range of tasks performed, the following are indicative of the tasks which an employee at this level may perform.
- Inventory and Warehouse control; including
- Use of VDU for purposes such as the maintenance of a deposit storage system, information input/retrieval, etc;
- Maintaining control registers, including inventory control (may be on the V.D.U) and being responsible for the preparation and reconciliation of regular reports on stock movement, despatches, etc;
- Preparation of all materials handling equipment under licence;
- Development and refinement of a store layout including proper location of goods;
- Liaising with management, with respect to store operation;
- Detailing and co-ordinating activities of other employees in the store.
- Maybe required to perform any of the duties of a lower level.

20.1.5 Employees who possess the proven and demonstrated skills or experience capable of effectively performing at a higher level may be appointed if deemed the best applicant for the position. This may mean promotion by more than one level. This will be supported by the appropriate evaluation.

21 ALLOWANCES

21.1.1 First Aid Allowance

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from St Johns Ambulance or a similar body will be paid a weekly allowance of \$8.60 if they are appointed by Clelands to perform first-aid duty.





21.1.2 Cold Temperatures

Employees required to work in cold temperatures will be paid the rates prescribed in Appendix 3 with additional rates as follows: Applied to hours worked in temperature only.

21.2.3 Strategies for dealing with cold working environments:

If cold-working environments cannot be changed then the following range of control strategies should be implemented by the employer in consultation with the employees, Health and Safety delegates, union delegates and organiser:

- The working environment should be regularly monitored.
- An ongoing induction program regarding working in cold conditions for all new employees, information should be provided in appropriate languages where needed.
- Close monitoring of all new employees should be conducted by the employer with regards to frequent breaks provided until they are accustomed to work conditions.
- Thermally controlled lunchroom with hot drinks to be readily available.
- Workers may take rest breaks to warm up when affected by cold provided there is no impact on the ability of the individual to achieve expected results, quality or standards in the work they are performing.

21.3 Meal Allowance

21.3.1 An employee required to work overtime for more than one hour after the time of ending work will be paid \$7.00 tea money provided that, if intimation of overtime is not given on the previous shift prior to the shift being worked, the tea money will be paid in the next pay. If, having been notified of intention to work, the employee will receive in the event of the work not being done or ceasing before respective mealtime, \$7.00 for each meal.

21.3.2 Tea money will not be payable if employees are provided with 24 hours notice of overtime.

22 MIXED FUNCTIONS

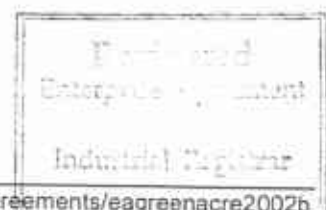
22.1 Employees on higher classifications will perform duties of lower classifications when directed by Clelands. An employee will not suffer a reduction in wage rate for time spent on duties associated with a lower classification.

22.2 Where an employee is promoted to a higher classification, that employee will be a probationary employee at the higher level for a period of three months.

23 PAYMENT OF WAGES

23.1 Employees will be paid on the Wednesday of each week for work performed between Monday and Sunday of the previous week.

23.2 All payments will be made by Electronic Funds Transfer.





23.3 Statement of Earnings

- 23.3.1** Each employee will be supplied on pay day with a statement in writing showing, or from which may be calculated the amount of ordinary pay, overtime, penalty rates and allowances and the amount of deduction for any purpose in respect of the amount paid.
- 23.3.2** If an employee is absent on pay-day, the statement will be provided to the employees on their next working day.

23.3 Payment on Termination Of Employment

Upon termination of employment wages due to an employee will be paid by Electronic Funds Transfer on the day of termination.

24 SUPERANNUATION

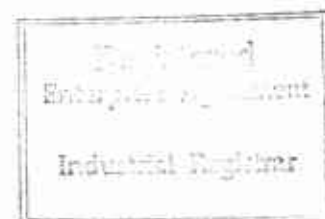
24.1 Preamble

The subject of Superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.

Notwithstanding the above, the following provisions also apply.

24.2 Definitions

- 24.2.1** "Fund" - In this clause all references to "fund" will mean the Labour Union Co-operative Retirement Fund (LUCRF) or the Clelands fund.
- 24.2.2** "Ordinary time earnings" - In this clause the term "ordinary time earnings" will include the classification rate, Shiftwork premiums, service grants and any penalties where such penalties are part of the employee's normal earnings, excluding overtime, travel, meals or annual leave loading.
- 24.2.3** "Approved Superannuation Scheme" - For the purposes of this clause, approved Superannuation Scheme means a scheme which complies with the Occupational Superannuation Standards Act and Regulations and any other relevant Government requirements.



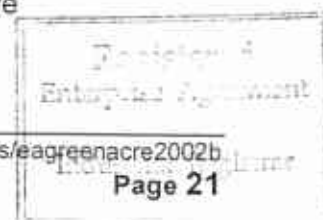


Clelands Contributions

Clelands will contribute to the fund on behalf of all employees without exception for the following minimum amounts of Superannuation. Should legislation prescribe a higher amount during the term of this agreement the higher amount will be amortised on behalf of each employee.

Financial Year	% of employees ordinary time earnings
2001-2002	8
2002-2003	9
2003-2004	9
2004-2005	9

- 24.2.4** Clelands will provide each employee upon commencement of employment, membership forms of the Fund and will forward the completed membership form to the Fund within 14 days.
- 24.2.5** An employee may make contributions to the Fund in addition to those made by Clelands under sub clause 24.2.3.
- 24.2.6** An employee who wishes to make additional contributions must authorise Clelands in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- 24.2.7** If Clelands receives such written authorisation from the employee, it must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.
- 24.2.8** An employee may vary their additional contributions by a written authorisation and Clelands must alter the additional contributions within 14 days or receipt of the additional contributions within 14 days of receipt of the authorisation.
- 24.2.9** Additional employee contributions to the fund requested under this sub-clause will be expressed in whole dollars.
- 24.3 Superannuation Contributions For Employees On Workcover**
- 24.3.1** Where employees are receiving work cover compensation payments but are not attending or performing work due to injury, they will continue to receive Superannuation contributions.





- 24.3.2** Clelands will continue to contribute to a specified fund, as a minimum, Clelands Superannuation contributions as set out in the Superannuation Guarantee Contribution table as set out in the Superannuation Guarantee (Administration) Act 1992 and repeated in clause 24.2.3 above.
- 24.3.3** The percentage contributions will be based on a percentage of the employee's actual average weekly normal time earnings taken from 52 weeks prior to a claim being made.
- 24.3.4** Where an employee is receiving top up payments or accident make up payments and is continuing to attend and perform some hours of work, Clelands will continue to pay Superannuation contributions to that employee based on the average weekly normal time hours of work that an employee performed over the 52 weeks prior to a claim being made.
- 24.3.5** Clelands will continue to contribute to a specified fund, as a minimum, Clelands Superannuation contributions as set out in the Superannuation Guarantee Contribution table as set out in the Superannuation Guarantee (Administration) Act 1992 and repeated in clause 25.2.3 above.

24.4 Provisions Where The Fund Is Clelands Fund

- 24.4.1** Clelands confirms its support of joint employer / employee representation on the Company Superannuation Funds Board of Directors.
- 24.4.2** Clelands will reserve 50% of the member Director positions for representatives of employees covered by this agreement.
- 24.4.3** Clelands supports the training and education of (the Fund) Directors and will cover all membership and related costs associated with the Directors' participation in the Australian Institute of Superannuation Trustees (AIST).

24.5 Cessation of Contributions

- 24.5.1** The obligations of Clelands to contribute to the fund in respect of an employee will cease on the last day of such employee's employment with Clelands.

24.6 Right to choose

- 24.6.1** All employees will have the right to choose the fund pursuant to this clause.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

25 HOURS OF WORK

25.1 FIVE DAY ROSTER

- 25.1.1** The ordinary hours of work shall be 38 hours per week to be worked between 6.00 am and 6.00 pm on up to any five days of the week between and including Monday and Friday.
- 25.1.2** Time plus a half fixed on ordinary rates will be paid for all work done on Saturdays.





25.1.3 Double time fixed on ordinary rates will be paid for all work done on Sundays.

25.1.4 Double time plus a half fixed on ordinary rates will be paid for all work done on Public Holidays.

25.2 SIX DAY ROSTER

25.2.1 The ordinary hours of work shall be 38 hours per week to be worked between 6.00 am and 6.00 pm over a 4 day period by employees working 9 ½ hours per day between and including Monday and Saturday.

25.2.2 Employees will work the shift pattern in Appendix 4 or similar.

25.2.3 All work done under this roster arrangement will be paid at ordinary rates. (Weekend and public holiday work has been averaged and annualised into a single rate of pay).

25.3 SEVEN DAY ROSTER

25.3.1 The ordinary hours of work shall average 38 hours per week to be worked between 6.00 am and 6.00 pm on up to any seven days between and including Monday to Sunday.

25.3.2 Employees will work the Shift pattern determined by agreement at implementation of seven day roster.

25.3.3 All work done under this roster arrangement will be paid at ordinary rates. (Weekend and public holiday work has been averaged and annualised into a single rate of pay).

26 Waiting Time

When an employee has been instructed to report at a certain hour and is kept waiting before they commence work such waiting time will be paid for at ordinary rates provided for the class of work to be done.

27 Call Back

Any employee (with the exception of a casual employee) required to work on a non-rostered day will be paid a minimum of 4 hours pay unless a lesser number of hours are requested by the employee and agreed to by Clelands.

27.1 Where an employee who is called into work on a non-rostered day advises that they are not available for four hours and the company agrees the employee may work the number of hours that they are available and be paid for such time.

28 LIMITATION ON HOURS WORKED

No employee will be required to work more than 16 hours in any one day without a 10 hour break to follow

29 STAND DOWN

Clelands will not be required to pay for any time the employee cannot usefully be employed because of any strike or other stoppages of work by any cause for which Clelands cannot reasonably be held responsible.



30 BREAKS

30.1 Meal Interval

30.1.1 All work authorised to be done during a meal interval will be paid for at the rate of double time fixed on the wage for the day on which such meal interval is worked.

30.1.2 Employees will be allowed not less than 30 minutes each day for a meal at times nominated by Clelands. Such meal time to be not less than three and a half hours or more than five hours from the time of beginning work.

Employees will conform to such arrangements as Clelands may make to ensure continuity of operations.

30.2 Rest Period

30.2.1 By agreement with Clelands, a thirty minute rest period without loss of pay will be allowed between the ordinary starting time of work for the day and the meal break. Provided that where Clelands and the majority of employees in a section or sections agree there shall be two fifteen minute breaks. One break shall be allowed between the ordinary starting time of work for the day and the meal break and the second between the meal break and the ordinary finishing time of work for the day.

30.2.2 Employees working on their rostered day off must be scheduled to work 6 hours or more to be entitled to a 30 minutes rest period.

30.2.3 Employees will take their break at such times and in such manner as will not interfere with the continuity of operations.

30.3 Changing Time

All employees will be allowed five minutes' changing time at the end of the day's work such time to be counted as time worked. All employees shall report for work on time equipped with the appropriate PPE issue.

31 OVERTIME

31.1 Time and a half for the first two hours on any day and double time thereafter until cessation of work.

31.2 On day of the week where the employee is rostered off:

- Time and a half for the first four hours worked and double time thereafter until cessation of work.

31.3 Call Back

If an employee is called back to work after they have left the premises for the day they will receive a minimum of two hours' pay at overtime rates.

31.4 Rest Period After Overtime



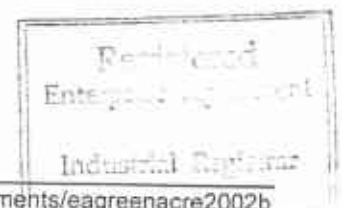
- 31.4.1** When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive working days.
- 31.4.2** An employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 31.4.3** If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period. The employee is then entitled to be absent until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during the absence.
- 31.4.4** The provisions of this sub clause will apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:

31.4.4(a) for the purpose of changing shift rosters; or

32 SHIFT WORK

31.1 Shift Workers

- 32.1.1** A shift shall be recognised as a work period inclusive of breaks and an unpaid 30 minute meal break. Work concluded prior to the set start time and/or after the set finish time shall be considered overtime and paid at the appropriate penalty.
- 32.1.2**
- | | |
|-----------------|--|
| Early Shift | shall commence on or after 2.00 am and before 6.00 am |
| Day Shift | shall commence on or after 6.00 am and before 10.00 am |
| Afternoon Shift | shall commence on or after 10.00 am and before 4.00 pm |
| Night Shift | shall commence on or after 4.00 pm and before 3.00 am |
- 32.1.3** Work conducted on Early Shift and Afternoon Shift shall be paid for at the rate of ordinary time plus 15%
- 32.1.4** Work conducted on Night Shift shall be paid for at the rate of ordinary time plus 30%
- 32.2** Employees engaged on shift work will be advised of their regular starting and finishing times, such times may be varied by Clelands with one week's notice to the employee or by agreement.
- 32.2.1** Different shift provisions may be determined by agreement between the employer and the employee.





- 32.2.2** The relevant provisions of the Agreement with relation to the notice, terms and conditions shall be applied to all temporary and permanent changes to rosters and/or shifts.
- 32.2.3** An employee may be permanently transferred from any one shift to any other shift with the provision of four weeks notice. "Permanently transferred" shall be defined as a transfer intended to have duration of at least three months.
- 32.2.4** A temporary shift transfer, which shall have a duration of less than 3 months, shall require 48 hours notice.
- 32.2.5** Lesser periods of notice may apply by agreement between the employer and affected employee/s.
- 32.2.6** Where a roster or shift change is required, volunteers will be called for, where this is operationally viable.
- 32.2.7** Where there are insufficient volunteers, then the company reserves the right to select employees who are best suited to the position, after consultation with the on-site delegates.
- 32.2.8** Nothing in this clause shall be taken to override agreement provision in relation to changing employees' shift or roster.

33 SUNDAY AND HOLIDAYS WORK

- 33.1** Except where compulsory rostering applies double time fixed on the ordinary rates will be paid for all work done on Sundays.
- 33.2** Except where compulsory rostering applies double time and a half shall be paid for all work done on Public Holidays fixed on ordinary rates.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

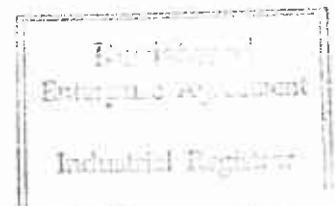
34 ANNUAL LEAVE

34.1 Annual Leave Entitlement And Annual Leave Loading.

- 34.1.1** Except as otherwise provided in this agreement, fulltime permanent employees will at the end of each year of employment by Clelands become entitled to an annual holiday of 152 hours on ordinary pay, plus a loading of 17.5% per cent, but shall not include any other allowance.
- 34.1.2** The annual leave will be taken at a mutually agreed time before the expiration of a period of six months after the date upon which the right to such leave accrues. After such time Clelands will exercise the right to give each employee at least seven day's notice of the date from which their annual leave will be taken.

34.2 Annual Leave To Be Taken

- 34.2.1** Clelands will not make payment to an employee in lieu of any annual leave or part thereof to which the employee is entitled nor will the employee accept any such payment.





34.2.1(b) Clelands will pay annual leave payments weekly to each employee in advance their ordinary pay for the period of leave.

34.3 Annual Leave Taken In Advance

34.3.1 If Clelands and the employee so agree the annual leave or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual leave.

34.3.2 Where the annual leave or any part thereof has been taken before the right to the annual leave has accrued the right to further annual leave will not commence to accrue until after the expiration of the year of employment in respect of which annual leave or part has been so taken.

34.3.3 Annual leave loading will not be paid on pro rata annual leave unless such leave is being taken by express direction of the company.

The pro rata annual leave loading will be paid to employees at the expiration of the 12 month period during which the leave in advance was taken.

34.4 Annual Leave And Public Holidays

34.4.1 Where any public holiday for which the employee is entitled to payment under this Agreement occurs during any period of annual leave taken by an employee under this section, the period of leave will be increased by one day in respect of that public holiday.

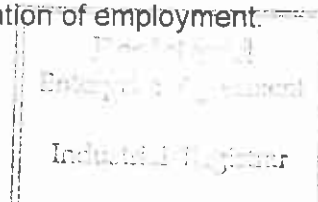
34.5 Proportionate Annual Leave On Termination

34.5.1 Where the employment of an employee who has become entitled to one or more periods of annual leave, provided by this Agreement is terminated, Clelands will be deemed to have given all such leave (except so much, if any, as has already been taken) to the employee as from the date of the termination of the employment, and will forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of that leave.

34.5.2 Leave loading will not apply to "pro-rata" leave payable on termination of employment.

34.6 Definitions

34.6.1 For the purposes of the two last preceding sections:



"Ordinary Pay" in relation to any employee means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay and where the employee is provided with board or lodging by Clelands, includes the cash value of that board or lodging.

"Week" in relation to any employee means the employee's ordinary working week.

"Employee" means any person employed by Clelands to do any work for hire or reward.



34.7 Calculation of Continuous Service

34.7.1 For the purposes of this Agreement a year of employment will be deemed to be unbroken notwithstanding:

34.7.1(a) any annual leave or long service leave taken therein;

34.7.1(b) any interruption or ending of the employment by Clelands if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;

34.7.1(c) any absence from work of not more than twenty days in the year of employment on account of sickness or accident;

34.7.1(d) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by Clelands;

34.7.1(e) any absence on any other account not involving termination of employment and in calculating a year of employment any absence of a kind mentioned in 31.7.1(a), (b) and (c) will be counted as part in the year of employment but in respect of absences of a kind mentioned in 31.7.1 (d) and (e) it will be necessary for the employee as part of their qualification for annual leave to serve such additional period as equals the period of such absences.

35 SICK LEAVE

35.1 The Clelands Policy on Sick Leave and the use of Sick Leave for Family Leave, the requirement for medical certificates is as follows:

35.1.2 Any absence due to sick leave in excess of one day shall require the Employee to produce a doctor's certificate satisfactory to the Employer confirming the absence was due to personal ill - health or accident, or that of a family member, necessitating such absence. This will apply with the proviso that the Employee is not entitled to more than three single days' sick leave per annum without a medical certificate.

35.1.3 Clelands do not acknowledge retrospective medical certificates.

35.2 Employees on weekly hire will accrue sick leave as follows:

35.2.1 During the first year, after 3 months service employees will be credited 64 hours ordinary time;

35.2.2 During any subsequent year of service, 64 hours' ordinary pay.

35.2.3 Where an employee has accrued in excess of 128 hours an employee may choose to have those excess hours paid out.

35.2.4 Pay out of excess days will be at the employee's normal ordinary time rate. Sick leave accrued will be paid out at a minimum of 38 hours and a maximum of 152 hours in any one calendar year.

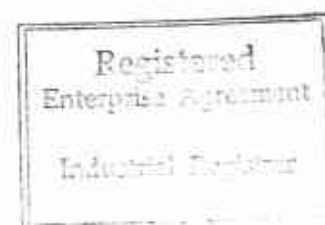
35.2.5 Pay out of sick leave will in all instances be voluntary arrangement between Clelands and Employees in the normal weekly pay arrangements.



- 35.2.6 Accrued sick leave in excess of 128 hours may be paid out by voluntary arrangement.
- 35.2.7 Should an employee covered by this agreement resign from Clelands then they will be paid out their sick leave at ordinary time rates to a maximum of 128 hours.
- 35.2.8 Employees shall take all reasonable steps to advise Clelands of their absence from duty, as near as possible to, but no later than one hour after normal commencement time.
- 35.2.9 Such advice shall as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.
- 35.2.10 If it is not practicable to inform Clelands within one hour of normal commencement time, employees shall inform them as soon as practicable thereafter.
- 35.3 If the full period of sick leave, as prescribed above, is not taken in any year, such portion as is not taken shall be cumulative from year to year.
- 35.4 Clelands shall not terminate the services of an employee during the currency of any period of sick leave with the object of avoiding its obligations under this clause.
- 35.5 Should an employee after twelve months service with Clelands be eligible for sick leave and leaves the employment because of illness, retrenchment or retirement the employee shall be paid for all sick leave that has been accumulating on the employee's behalf, the rate of such payment shall be at an hourly rate based on the average weekly earnings of the employee earned during the normal working hours, excluding overtime and shift allowances.
- 35.6 **Part Day Absences**
- 35.6.1 In the case of employees whose hours of work are fixed in accordance with 25.1 or 25.2 and 25.3 of this agreement, sick pay entitlements for part day absences should be calculated on a proportionate basis as follows:
- duration of sick leave absence x appropriate hourly rate

36 **BEREAVEMENT LEAVE**

- 36.1 An employee on weekly hiring shall on the death of a wife, husband, father, mother, father-in-law, mother-in-law, foster parents, brother, sister, child or stepchild, grandparents be entitled on notice to leave up to and including the day of the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary day's work. Proof of such death shall be furnished by the employee to the satisfaction of Clelands.





36.2 Provided however that this clause shall have no operation while the period of leave coincides with any other period of entitlement to leave. For the purpose of this clause the words wife and 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 defacto wife or husband.

37 FAMILY LEAVE

37.1 Use of Sick Leave

37.1.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after date of this order for absences to provide care and support for such person when they are ill.

37.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

37.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

37.1.3(a) The employee being responsible for the care of the person concerned; and

37.1.3(b) The person concerned being either:

37.1.3(b)(i) A member of the employee's immediate family; or

37.1.3(b)(ii) A member of the employee's household.

37.1.4 The term immediate family includes:

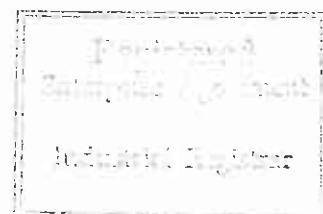
37.1.4(a) A spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A defacto spouse, in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person; and

37.1.4(b) A child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

37.1.5 The employee shall, wherever practicable, give Clelands notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Clelands by telephone of such absence at the first opportunity on the day of absence. (Refer Clause 32).

37.2 Unpaid Leave For Family Purpose

An employee may elect, with the consent of Clelands, to take unpaid leave for the purpose of providing care to a family member who is ill.





37.3 Annual Leave

- 37.3.1 Notwithstanding the provision of this clause, an employee may elect, with the consent of Clelands, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
- 37.3.2 Access to annual leave, as prescribed in 34.3.1 hereof, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- 37.3.3 An employee and Clelands may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

38 PARENTAL LEAVE

Subject to the terms of this clause employees other than casuals are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

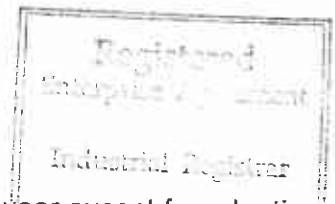
38.1 Definitions

For the purpose of this clause:

- 38.1.1 **"Child"** means a child of the employee under the age of one year except for adoption of a child where **'child'** means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 38.1.2 **"Primary care-giver"** means a person who assumes the principal role of providing care and attention to a child
- 38.1.3 **"Spouse"** includes a de facto and other than in the case of adoption leave former spouse.

38.2 Entitlement

- 38.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 38.2.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- 38.2.2(a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- 38.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.





38.3 Maternity Leave

- 38.3.1** An employee must provide notice to Clelands in advance of the expected date of commencement of parental leave. The notice requirements are:
- 38.3.2** of the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least 10 weeks;
- 38.3.2(a)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks.
- 38.3.2(b)** When the employee gives notice under 35.3.2(a) the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 38.3.2(c)** An employee will not be in breach of clause 35.3 if the failure to give the required period of notice is because of the birth occurring earlier than the presumed date.
- 38.3.2(d)** Subject to clause 35.2.1 and unless agreed otherwise between Clelands and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 38.3.2(e)** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, Clelands may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 38.3.2(f)** Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness related to the direct consequences of the pregnancy an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 38.3.2(g)** Where leave is granted under clause 35.3.2(d) during the period of leave an employee may return to work at any time, as agreed between Clelands and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 38.3.2(h)(i)** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if Clelands deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 38.3.2(h)(ii)** If the transfer to a safe job is not practicable, the employee may elect, or Clelands may require the employee, to commence parental leave.



38.4 Paternity Leave

38.4.1 An employee will provide to Clelands at least ten weeks prior to each proposed period of paternity leave, with:

38.4.1(a) a certificate from a registered medical practitioner which names their spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and

38.4.1(b) written notification of the dates on which they propose to start and finish the period of paternity leave; and

38.4.1(c) a statutory declaration stating:

38.4.1(c)(i) they will take that period of paternity leave to become the primary care-giver of a child;

38.4.1(c)(ii) particulars of any period of maternity leave sought or taken by their spouse; and

38.4.1(c)(iii) that for the period of paternity leave they will not engage in any conduct inconsistent with their contract of employment.

38.4.2 The employee will not be in breach of clause 34.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

38.5 Adoption Leave

38.5.1 The employee will notify Clelands at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.

38.5.2 Before commencing adoption leave, an employee will provide Clelands with a statutory declaration stating:

38.5.2(i) the employee is seeking adoption leave to become the primary care-giver of the child;

38.5.2(ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and

38.5.2(iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

38.5.3 Clelands may require an employee to provide confirmation from the appropriate government authority of the placement.

38.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify Clelands immediately and Clelands will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.



38.5.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

38.5.6 An employee seeking to adopt a child is entitled to up to two days unpaid leave, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee Clelands may require the employee to take such leave instead.

38.6 Part-Time Work

38.6.1 Employees responsible for the care of their children, or pregnant women, may agree with Clelands to work part time up to the child's second birthday, or in the case of adoption for up to two years from the time of adoption.

38.6.2 Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, will not break the continuity of service or employment.

38.6.3 Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, will be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

38.7 Variation of Period of Parental Leave

Unless agreed otherwise between Clelands and employee, an employee may apply to Clelands to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

38.8 Parental Leave and Other Entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

38.9 Returning To Work after A Period of Parental Leave

38.9.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

38.9.2 An employee will notify of their intention to return to work after a period of parental leave, or to return to full time work after a period of part time employment under clause 34.6, at least four weeks prior to the expiration of the leave.

38.9.3 An employee will be entitled to the position which they held immediately before proceeding on parental leave.



38.10 Replacement Employees

- 38.10.1** A replacement employee is an employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave or as a result of an employee working part-time under this clause.
- 38.10.2** Before Clelands engages a replacement employee Clelands will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

39 JURY SERVICE

- 39.1** An employee on weekly hiring required to attend for jury service during ordinary hours, will be reimbursed by Clelands an amount equal to the difference between the amount paid in respect of attendance for jury service, and the amount of wage the employee would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 39.2** An employee will notify Clelands as soon as possible of the date upon which they are required to attend for jury service. Further, the employee will give Clelands proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.
- 39.3** Employees will present the money they receive from the courts for attending for jury service to Clelands for banking prior to above payments being made.

40 BLOOD DONOR LEAVE

- 40.1** A weekly employee who is absent during ordinary working hours (subject to normal manning requirement) for the purpose of donating blood, will not suffer any deduction of pay for a period of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- 40.2** The employee will arrange for the absences to be on a day suitable to Clelands and be as close as possible to the ending of ordinary working hours except for afternoon shift which should arrange their absence as close as possible to the beginning of the shift.
- 40.3** Proof of attendance of the employee at a recognised place for the purposes of donating blood and the duration of such attendance will be furnished to the satisfaction of Clelands.
- 40.4** Further the employee will notify Clelands as soon as possible of the time and the date which they are requesting to be absent for the purpose of donating blood.

41 PERSONAL PHONE CALLS AND MOBILE PHONES

- (i) Personal phone calls may be received and made by employees only during company authorised breaks. Exceptions will be in cases of genuine emergency.
- (ii) Mobile phones are not to be used during the hours of an employee's shift or overtime hours, except during company authorised breaks.



42 PUBLIC HOLIDAYS

- (a) Employees where not required to perform compulsory rostered duties shall be granted the following public holidays without deduction of pay:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Union Picnic Day, Christmas Day and Boxing day.

- (b) (i) Employees on a 5 or 6 or 7 day roster will not be compulsorily rostered on to work the following public holidays

Good Friday, Christmas Day,

Employees may be compulsorily rostered on at the discretion of the company to work on all other public holidays gazetted by the NSW government.

43 LONG SERVICE LEAVE

- 43.1 From the date of ratification of this Agreement, employees shall be eligible, on a prospective basis, for 13 weeks long service leave after a qualifying period of 10 years continuous service.
- 43.2 From the date of ratification of this Agreement, on a prospective basis, employees will qualify for payment of proportionate leave upon termination or resignation, if they are not terminated for serious and willful misconduct and have served at least 5 years of continuous service.
- 43.3 Where any public holiday *specified in this agreement* for which the worker is entitled to payment under any Act or Agreement or under their contract of employment occurs during any period of long service leave taken by a worker under this clause, the period of the leave will be increased by one day in respect of that trade or public holiday.

PART 8 - TRAINING AND RELATED MATTERS

44 TRAINING PROGRAM

- 44.1 The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a commitment to training and skill development is required. Accordingly, the parties undertake to assist in:

- 44.1.1 developing a more highly skilled and flexible workforce;





- 44.1.2 providing employees with enhanced career opportunities through appropriate training to acquire additional skills; and
- 44.1.3 removing barriers to the utilisation of skills required.
- 44.2 Following consultation or through the establishment of a training committee, Clelands may identify a training program consistent with:
 - 44.2.1 the current and future needs of the enterprise;
 - 44.2.2 the size, structure and nature of the operations of the enterprise;
 - 44.2.3 the need to promote vocational skills relevant to the enterprise and the food industry through courses conducted by accredited educational institutions and providers.
- 44.3 Where it is agreed a training committee may be established, that training committee should constitute a representative cross section of the workforce and have a charter which identifies its role and areas for discussion and consideration for example:
 - 44.3.1 formulation of a training program and availability to training courses and career opportunities to employees;
 - 44.3.2 dissemination of information on training programs and availability of training courses and career opportunities to employees;
 - 44.3.3 the recommendation of individual employees for training;
 - 44.3.4 the communication to management and employees on the ongoing effectiveness of training.
 - 44.3.5 Where it is proposed that additional training in accordance with a program identified pursuant to 41.2 should be undertaken by an employee, that training may be undertaken either off or on the job.
 - 44.3.6 If such training is compulsory the employee will not suffer any loss of pay. The costs associated with the course with regards to standard fees and textbooks will be reimbursed by Clelands upon production of evidence of such expenditure. Reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress. Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work will be reimbursed by Clelands.
 - 44.3.7 If the proposed course is not of a compulsory nature, costs and expenses may be reimbursed by Agreement between Clelands and the employee.

PART 9 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

45 CLOTHING, EQUIPMENT AND TOOLS



45.1 Notwithstanding anything else contained in this clause, all employees will be supplied with adequate protective clothing. Such protective clothing will be maintained by Clelands and will remain the property of Clelands. If the employee wilfully damages or fails to return them, Clelands may recover from the employee concerned the cost of replacing such protective clothing so damaged or not so returned, or may deduct such costs from any moneys payable to such employee.

45.2 Provision of Outfit

The following articles will be provided and maintained in serviceable condition:

45.2.2 An alarm outfit in each chamber, such outfit to be connected with the engine-room;

45.2.3 Clelands Cold Stores acknowledge that working in extreme cold conditions requires the following steps to be taken to negate as far as practicable any adverse effects on its employees:

- Appropriate clothing that should include but not be restricted to the following;
- Freezer jackets, boots (insulated & water-resistant), gloves/mittens, balaclavas, socks and thermal underwear.
- Jacket and suits to be laundered on a regular basis by Clelands Cold Stores.
- Replacement clothing to be provided while personal issue is being laundered.
- Drying rooms to be provided for the warming/drying of personal protective equipment.

46 LEAKAGE OF AMMONIA

No employee will be required to work in a chamber where a leakage of ammonia is occurring.

47 FORKLIFT LICENCES, MEDICALS, SEMI-LICENCE OR ANY SPECIAL WORK RELATED LICENCES

47.1 Where required by Clelands to obtain any special work related licence, the cost of medicals, permits and licences will be paid by the company.

47.2 Appropriate arrangements with respect to medicals, permits and licences will be made by Clelands and must be complied with by the employee.

48 JOURNEY ACCIDENT/WORKERS COMPENSATION TOP UP/SAFETY NET INS.

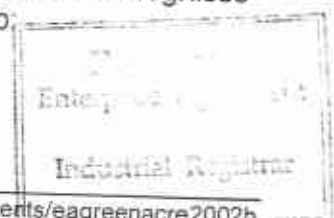
48.1 This provision will be capped at 1.25% of total remuneration. Should premium's exceed 1.25% the difference will be absorbed from next scheduled wage increase.

PART 10 - AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

49 UNION MEMBERSHIP - FREEDOM OF ASSOCIATION

49.1 Consistent with the provisions of the Workplace Relations Act 1996, Clelands recognises and supports the rights of the employees covered by this agreement to:

49.1.1 Join the Union; and





- 49.1.2 Exercise all rights pertaining to their membership.
- 49.1.3 Entitled to have their membership fees deducted from their pay and forwarded to the Union, by Clelands;
- 49.1.4 Clelands agrees to take reasonable steps to assist employees to exercise these rights.

50 TIME AND WAGES RECORD

Clelands is required to keep time and wages records showing the name of each employee, the hours worked each day, and the wages overtime and allowances (if any) paid each week. These records are to be made available for inspection by an authorised representative of the Union where authorised by the employee or if the figures are supplied without the names of the employees being disclosed.

51 RIGHT OF ENTRY

An authorised Union representative is entitled to enter at reasonable times upon the premises and to interview any member or other employee (with the agreement of such employee), but not so as to interfere unreasonably with Clelands business. The union representative will go to reception to notify management of their presence and be signed onto the site by a Clelands management representative.

52 COPY OF AGREEMENT

A copy of this Agreement will be available to all employees.

53 NEGOTIATION OF A SUBSEQUENT AGREEMENT

53.1 Renegotiation

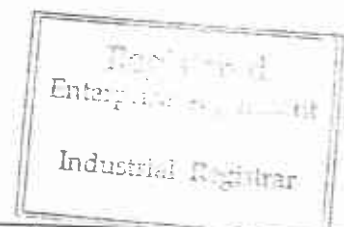
The parties agree to commence negotiations for a new collective Agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiry date.

53.2 Collective Negotiations

These negotiations will be conducted on a collective basis between the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

53.3 Maintenance of Status Quo

Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this Agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties. For this purpose Clelands agrees, at the request of the Union to the extension of the nominal expiry date of the Agreement for a further period of up to 12 months, subject to the Act. This extension agreement will be made in writing and submitted for approval to the Commission.





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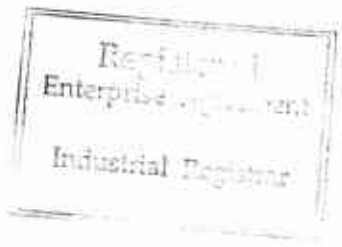


Derrick Belan
For and On Behalf of The
National Union of Workers

26-02-2002
Date

[Signature]
For and On Behalf of
Clelands

12-02-02
Date





APPENDIX 1

Alcohol and Drug Policy

Alcohol and other drug (AOD) harm is a particularly prominent risk causing poor performance and accidents amongst the Australian workforce. Both managers and employees are jointly responsible for managing the risk. So whilst managers remain ultimately accountable for getting the job done, any strategy should assist employees to take full responsibility for their AOD use and assist managers to manage.

To minimise the risk of harm associated with AOD use, managers and employees must recognise their individual and shared responsibilities.

In addition, there are two dominant principles governing all performance and personal productivity issues. These principles of risk management reinforce the concept of individual and shared responsibility.

1. Each employee is responsible for presenting his/her self in a fit, healthy, productive and safe state for work each day. Each employee also has a duty of care.
2. The employer has a duty of care to provide a safe workplace where the work environment, the equipment and activities of the supervisors ensure that the employees' work is contributing to the overall mission and business objectives of the organisation.

This requires then the successful management of two issues:

1. Balancing the employees right to privacy and confidentiality with the company's duty and responsibility to maintain a safe, healthy and productive workplace, and
2. Balancing the company's commitment to assist employees with an AOD difficulty through appropriate assistance programs, with concerns about performance and productivity.

Overall, the Manager/Supervisor plays a vital role in the early identification and management of problems associated with alcohol and other drug harm.

To help achieve this, both generic management strategies linked to the provision of effective management and supervision of the workplace, as well as specific management strategies that focus on alcohol and other drugs (or other workplace health issues) are necessary.





Overview

Clelands is committed to ensuring a safe, healthy and productive workplace for all employees, contractors and visitors. The company wants all employees to share this commitment and to contribute to the safety, health and productivity of their workplaces, to present themselves at work in a fit and healthy state, to avoid affecting the health and safety of other people and to identify and report any safety hazard.

The purpose of this policy is to help all employees minimise the harmful impact of alcohol and other drug (AOD) use at Clelands. The company will therefore support all employees who are taking steps to ensure that alcohol and other drug consumption does not impede the safety, health and productivity of the workplace.

1. Inappropriate Use Of Alcohol Or Other Drugs

Inappropriate use of alcohol or other drugs includes the following activities:

- The possession, use, supply or sale of illegal drugs on company premises or within working hours. These include marijuana, heroin, amphetamines (speed), cocaine, ecstasy and other narcotics
- The use of any drugs or restricted substances resulting in an impairment in an employee's work performance or safety
- The unauthorised possession, sale, supply and consumption of alcohol on company premises, in company vehicles or within working hours
- Intoxication and 'hangovers' caused by the consumption of alcohol or other drugs resulting in impaired work performance
- The smoking of tobacco products on unauthorised company premises or in company vehicles

The MD will ensure the effective and timely implementation and maintenance of the AOD policy.

Managers and Supervisors will be provided with training and education to enable them to be effective people managers, they will be familiar with the main issues relating to AOD in the workplace, they will identify and manage hazards and will assist, and (if appropriate) refer for assistance, employees with difficulties which may include the harmful use of AOD. Declining performance associated with drug use will be dealt with in exactly the same way as declining performance from any other cause. (See Discipline Policy).

All employees are responsible for knowing the affects of any alcohol or other drugs (including over the counter and prescription drugs) they consume. Employees who consider they are not fit for work should take sick leave or discuss it with a supervisor.





2. Use of AOD on Company Premises

The inappropriate possession, supply and consumption of alcohol and other drugs on company premises is prohibited for all employees. The Managing Director will give express permission for the consumption of alcohol on special occasions. This permission will only be granted for individual events and not for ongoing situations.

On these occasions the company will observe 'responsible server' guidelines.

3. Company Involvement in AOD Promotion

The company will not promote or advertise alcohol or tobacco products in any company publication.

4. Smoking

Smoking is prohibited in company vehicles and on Clelands sites except in designated smoking areas as per company policy.

5. Education & Training

All employees will be informed of the details and requirements of the company's alcohol and other drugs policy.

Managers, supervisors occupational health and safety staff and employee representatives will be involved in programs designed to increase their knowledge about their roles and responsibilities in regard to employees who are 'unsafe', impaired or experiencing difficulties associated with their alcohol and other drug use as well as other personal and work related problems.

All new employees and contractors will be informed of all details of the Alcohol and Other Drugs Policy within the induction training program conducted at Clelands.

6. Employee Support Provided by the Company

Employees experiencing difficulties with their alcohol and other drug use will be supported and given every opportunity to resolve their problems and improve their work performance. All employees will be provided with access to professional and confidential counseling support on a needs basis and at the company's expense through the Employee Assistance program.





This professional counselling service is free and confidential for all employees. Supervisors and human resources staff may recommend that an employee use the service if personal or work related problems are of concern to the employee.

Job security and promotional opportunities will not be affected by a decision to seek help. (See EAP Policy).

On site support and assistance is immediately available through the company's human resources officer and referral (if appropriate) to the company doctor.

7. Workplace Health Strategies

The company will promote employee health through regular information and training sessions.

8. AOD Policy Co-Ordination

The AOD policy will form part of the company's overall commitment to a healthy lifestyle and fitness for work. The AOD policy at Clelands will be implemented and monitored by the company Occupational Health and Safety Committee. Review and evaluation of the policy will then be conducted annually.





APPENDIX 2

Full-Time Employment Categories

Wage Rates Classification	5 Day Roster			6 Day Roster (11.9% premium)			7 Day Roster (24.5% premium)		
	Jan 1, 2002	Jan 1, 2003	Jan 1, 2004	Jan 1, 2002	Jan 1, 2003	Jan 1, 2004	Jan 1, 2002	Jan 1, 2003	Jan 1, 2004
Increase		3%	3%		3%	3%		3%	3%
Cold Stores Person									
Level 1	14.3949	14.8267	15.2715	16.1075	16.5907	17.0884	17.9242	18.4620	19.0158
(1st 3 Months)									
Cold Stores Person									
Level 1	14.6949	15.1357	15.5898	16.4432	16.9365	17.4446	18.2978	18.8467	19.4121
(3-12 Months)									
Cold Stores Person									
Level 1	14.9949	15.4447	15.9081	16.7789	17.2822	17.8007	18.6713	19.2315	19.8084
(After 12 Months)									
Cold Stores Person									
Level 2	15.8886	16.3653	16.8562	17.7789	18.3123	18.8616	19.7842	20.3777	20.9890
Cold Stores Person									
Level 3	16.1802	16.6656	17.1656	18.1052	18.6483	19.2078	20.1472	20.7517	21.3742
Cold Stores Person									
Level 4	17.7221	18.2538	18.8014	19.8305	20.4254	21.0382	22.0672	22.7292	23.4111

Registered
Enterprise
Industrial Register

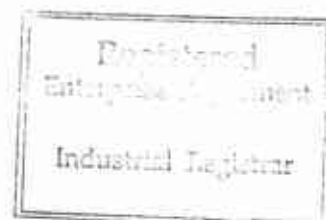


APPENDIX 3

From +4°C down to -17.9°C, 38 cents per hour or part thereof;

Less than -17.9°C (12 below zero F), down to - 22.3°C (10 below zero F), 67 cents per hour or part thereof;

Less than - 22.3°C (10 below zero F), \$1.08 per hour or part thereof; Include on worked hours only.



APPENDIX 4

6 Day Roster

Each shift would cover 10 hours per day, working 9.5 hours per day over 4 days = 38 hours per week
 Each shift would consist of 3 groups of equal heads
 Each shift would rotate their working days over a 3 week period

	Wk 1			Wk 2			Wk 3			Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun
	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue								
Group A	X	X	X	X								X	X	X	X		
Group B			X	X	X						X	X				X	
Group C	X	X				X	X	X	X	X							

