

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/141

TITLE: VersaCold Logistics Limited (NSW) Clerical Enterprise Agreement 2005

I.R.C. NO: IRC6/1381

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all clerical employees employed by VersaCold Logistics Ltd., engaged in warehouse operations at its sites located at Minto, Girraween and Arndell Park in the state of NSW and are not to apply to any additional sites that the company may operate, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

PARTIES: VersaCold Logistics Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

VersaCold Logistics Limited (NSW) Clerical Enterprise Agreement 2005

1. TITLE

This Agreement shall be titled the 'VersaCold Logistics Limited (NSW) Clerical Enterprise Agreement 2005'.

ARRANGEMENT

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2. SCOPE AND APPLICATION OF AGREEMENT

This Agreement shall apply to VersaCold Logistics Limited (the Company) and its clerical employees in warehouse operations at the sites at Minto, Girraween and Arndell Park, all NSW.

The terms and conditions of this Agreement are only applicable to the current VersaCold sites (the Girraween, Arndell Park and Minto sites) and are not to apply to any additional sites that the Company may operate. Any new site that the Company may operate will be governed by a separate agreement containing its own specific terms and conditions of employment relevant to that site.

3. PARTIES BOUND

The parties to this agreement are "VersaCold Logistics Limited NSW" (the Company) and the "United Services Union (NSW Branch)". Where this Agreement is silent, the provisions of the 'Clerical and Administrative Employees (State) Award' (the Award) shall apply.

Definition: Employees are weekly clerical employees of this Company and include part-time and casual employees in NSW.

4. PERIOD OF OPERATION

This Agreement shall apply from the first full pay period on or after 22 November 2005 and shall remain in force until 22 November 2008. This Agreement shall be reviewed no earlier than six months prior to the expiration date.

5. OPERATIONAL EFFICIENCY COMMITMENT

1. The parties shall endeavour to ensure that as part of a service industry the operations of the Company shall operate as flexibly as possible in order to meet customer demand.
2. Employees within each level and within their skills and capabilities are to perform a wider range of duties including work that is incidental or peripheral to their main tasks or functions.
3. Subject to the agreement of the company and the employees concerned, employees are to undertake training for a wider range of duties as may be required by the Company.
4. The parties will not create barriers to advancement of employees within the structure of this agreement or through access to training.

5. Increased workloads and flexibility requirements may be accommodated, by agreement.
6. Clerical tasks currently being performed by AMIEU members will continue, however, a ceiling of six (6) weeks is to be placed on the amount of time an employee covered by the Company's agreement with the Australasian Meat Industry Employee's Union, who is on rehabilitation due to workers' compensation, may perform clerical duties normally performed by an employee covered by this agreement. This may only occur:
 - a) After consultation with the union representative; and
 - b) If it does not lead to a decrease in the number of clerical positions.
7. Additional tasks may be allocated to AMIEU members provided that it does not lead to a decrease in clerical staff numbers.

6. OBJECTIVES

VersaCold Logistics Limited (VersaCold) offers a value added range of cold storage and logistics services. The company has as its aim to be the market leader by offering the highest value of service to its customers.

The people the company employ will be results oriented, flexible, and willing to learn and self-confident. They will have strong interpersonal and customer skills.

The company will provide its employees with the training they need to be competent in their role and development in order to undertake future roles.

To serve the company customers our employees will operate as part of a team, supporting each other and working in a number of areas. The company's people will be multi-skilled.

To foster a team culture the company shall endeavour to organise in such a way to offer permanent employment rather than casual employment where practical.

To foster and promote harmonious industrial relations the company and the clerical employees acknowledge and agree that the intent of this agreement is to contribute to the achievement of all the above objectives that will contribute to the interests of employees and to the continued growth of the company.

Employees must take reasonable care of the health, safety or welfare of themselves and others. Employees must also co-operate

with the Company's efforts to comply with Occupational Health and Safety requirements.

Employees shall comply with relevant occupational health and safety procedures, which apply under the Occupational Health and Safety regulations of 2001.

7. WAGES

In consideration of acceptance of this Agreement the Company offers the following wage classifications and rates per week, for all purposes, to all clerical employees, and who recognise that this offer is applicable only to them and not to any other groups of employees.

- i) All-purpose rates of pay will be increased by 3.70% per annum, over three years.
- ii) 3.70% effective from the first full pay period to commence on or after 22 November 2005.
- iii) A further two increases of 3.70% shall be paid effective from the first full pay periods to commence on or after 22 November 2006 and on or after 22 November 2007.

Classification	Rate from 22/11/2005 (\$s)	Rate from 22/11/2006 (\$s)	Rate from 22/11/2007 (\$s)
Level 1	619.84	642.77	666.55
Level 2	666.09	690.74	716.30
Level 3	712.34	738.70	766.03
Level 4	758.61	786.68	815.79

A **Grade 1** position is described as follows:

- Work is of a routine nature that requires the application of knowledge and skills to a limited range of tasks within an activity.
- Someone with no prior experience can easily learn tasks.
- There are a limited number of variables impacting on the work that would require the use of discretion.
- Position has limited responsibility other than to perform tasks within guidelines.
- The performance of prescribed tasks is governed by specific procedures, guidelines and instructions with any exceptions referred to a supervisor for decision or guidance.

Indicative tasks of a **Grade 1** position are:

- ❖ Operating office equipment appropriate to the task assigned
- ❖ Apply office procedures
- ❖ Receive and relay oral and written messages
- ❖ Distribution of mail
- ❖ Plan and organising personal daily work routine

A **Grade 2** position is described as follows:

- All the attributes of Grade 1
- May work under routine supervision with intermittent checking.
- Applies knowledge and skills to a range of tasks.
- The choice of actions is usually clear, with limited complexity in the choice.
- Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision-making.
- The position has the discretion to organise the working day around set and agreed work routines and timetables.
- Decisions are made between a limited numbers of clearly defined alternatives.
- Applying established procedure or practices readily solves problems.

Indicative tasks of a **Grade 2** position are:

- ❖ All the tasks associated with a Grade 1 classification.
- ❖ Responding to incoming telephone calls and enquiries
- ❖ Redirecting calls where appropriate
- ❖ Produce documentation from written text

A **Grade 3** position is described as follows:

- All the attributes of the previous 2 grades
- Works under limited supervisor with checking related to overall progress
- May be responsible for the work of others and may be required to co-ordinate such work
- Applies knowledge with depth in some areas and a broad range of skills

- Usually work will be performed with routines, methods and procedures where some discretion and judgment is required

Indicative tasks of a **Grade 3** position are:

- ❖ All the tasks associated with Grade 1 and Grade 2 classifications.
- ❖ Data entry with limited supervision. This may include batching, editing, updating and posting, manual recording of information.
- ❖ Crosschecking of paperwork and correspondence to orders/deliveries.
- ❖ Processing of inloading/outloading documentation
- ❖ Limited liaison with customers/suppliers
- ❖ Decision making within the scope of defined parameters
- ❖ Booking container and storage

A **Grade 4** position is described as follows (Grade Four in this agreement represents a mid-point between):

- All the attributes of the previous 3 grades
- Position required working without supervision, with general guidance on progress and outcomes sought.
- Responsibility for the organisation of work for others may be involved
- Applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks and the range and choice of actions required will usually be complex.
- Positions have the flexibility to modify work methods to meet changing customer needs within the parameters of established procedures or practices.
- Applies competencies usually applied within routines, methods and procedures where discretion and judgment is required, for both self and others.

Indicative tasks of a **Grade 4** position are:

- ❖ All the tasks associated with Grades 1, 2 and 3 classifications
- ❖ Training of other staffing in office procedures, etc
- ❖ Generation/compose reports and correspondence
- ❖ Devise and maintain a filing system
- ❖ Organise business itinerary
- ❖ Record minutes of meetings
- ❖ Plan work as a team and allocate tasks to members within the team.
- ❖ Liaising with customers regarding day-to-day problem resolution.

The morning shift allowance and meal allowance shall discontinue for positions under the above classification structure.

7a. SKILLS ENHANCEMENT

All clerical employees have been offered the opportunity to participate in the Certificate III course for clerical employees working in Transport and Distribution as developed in conjunction with the National Training Authority.

All interested clerical employees are currently participating in the above course.

Upon completion of the traineeship both parties will review the current classification structure giving consideration to the competencies examined in the Certificate III course.

8. FLEXIBILITY

The parties agree that during the life of this Agreement that improvements in productivity, efficiency, and flexibility, based on the objectives expressed herein will be sought by all parties.

9. ORDINARY HOURS OF WORK

- (1) The ordinary hours of work shall not exceed 38 hours per week and shall be worked between the hours of 6.00am and 7.00pm, Monday-to-Sunday (inclusive). However, when work commences at any time between 6.00 am and 7.00 am, the

ordinary span of hours for that employee shall be taken as 12 hours from their commencement time.

- (2) The ordinary hours may be worked in one of the following ways:
 - (a) 4 days per week (with a monthly RDO accrual), at 10 hours and 8 minutes per day
 - (b) 19 days per 4 week cycle, at 8 hours per day
- (3) In any roster which is in accordance with subclause (2) above the following shall apply:
 - (a) Hours shall be worked in no more than 5 consecutive days per week.
 - (b) Employees shall be granted 2 consecutive days off in each week
 - (c) Employees rostered to work on Saturday and Sunday as part of their ordinary hours shall be rostered off one weekend in four, of which shall not include the RDO.

The company wishes to signal its intention that it may introduce a six-day roster in the near future. Any changes associated with the introduction of such a roster will be presented to the clerical consultative committee as soon as practicable.

Such a presentation will include, but not be limited to, the following topics:

- a) Notice period for the commencement of a six-day roster.
 - b) Rate of pay (to be in accordance with the enterprise agreement).
 - c) Roster detail.
- (4) For all employees employed prior to 20 December 1995, the following shall apply:
 - (a) Rostered work on a Saturday and Sunday shall remain voluntary.
 - (b) Employees may maintain their current roster where ordinary hours are worked over 5 days, Monday-to-Friday, with an RDO accrual.
- (5) However, at peak periods such as Christmas and Easter, individual warehouse operations may be rostered to start ordinary hours of work from 5.00 am (with consultation) and seven days notice.

The peak period of Christmas is defined as the four weeks prior to, and four weeks after, Christmas.

The peak period of Easter is defined as the two weeks before, and the two weeks after, Easter.

- (6) Ordinary hours shall be worked in no less than four consecutive hours, and no more than 12 consecutive hours, on any given day.
- (7) Employees will have the opportunity to volunteer for any variation to their hours subject to the needs of the operations and with the Warehouse Manager's, and State Manager's, agreement/approval.
- (8) For employees employed after 20/12/1995, rosters may be changed from time-to-time to suit the changing needs of the business. This can occur after due consultation and with seven days' notice except in emergencies, or by mutual agreement.
- (9) Ordinary hours worked Monday-to-Friday shall be paid at the appropriate classification rate of pay.

10. PART-TIME EMPLOYEES

- (i) Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by 38.
- (ii) The hours of work shall be no less than 12 per week, with a minimum payment of four hours for each start.

11. CASUAL EMPLOYEES' HOURS OF WORK

- (i) Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38, plus a casual loading of 20%, plus 1/12th annual leave loading.
- (ii) Casual employees shall be entitled to a minimum payment of four hours work at the appropriate rate for each start.
- (iii) The company undertakes to review casuals with union delegates within three months after the casual's commencement date. Existing casual employees will be given preference (all things being equal) for any permanent positions.

12. OVERTIME

- (i) An employee shall be paid overtime for all work:
 - (a) In excess of 38 hours per week
 - (b) For all time worked outside the ordinary span of hours
 - (c) Before their regular commencing time (on any one day)

- (d) After their regular ceasing time (on any one day).
 - (e) For casual employees, overtime shall be paid for any hours worked additional to the rostered ordinary hours.
- (ii) The rate of overtime shall be time and one half for the first two hours and double time thereafter, Monday-to-Saturday (inclusive).
- (iii) The rate of overtime for Sunday shall be double time.
- (iv) By mutual agreement, the rate of overtime may be time off in lieu of overtime provided that:
- (a) Any such agreement is in writing
 - (b) Time off shall be calculated at the penalty equivalent
 - (c) The employee is entitled to a fresh choice of payment (or time off) on each occasion overtime is worked.
 - (d) The time off must be at a mutually agreed date no later than one month from the working of overtime, or it shall be paid out.

(Note: This arrangement will not apply to overtime worked on a public holiday which is dealt with in clause 19C).

- (v) The Company may require a reasonable amount of overtime to meet customer needs. In requesting overtime, the Company will take into account the personal needs and circumstances of each individual.

Whatever the needs of the business may be, it is fundamental that working hours (both ordinary and overtime) must be set at a level that is appropriate and adequate for health and safety in the workplace.

Taking this into account, all clerical employees will be limited to working up to a maximum of 12 hours per day and up to a maximum of six days per week, where work is available.

- (vi) Employees called in to work overtime shall be given a minimum four hours pay at the appropriate penalty rate of the Award.

13. START/FINISH ARRANGEMENTS

Notwithstanding any overriding OHS requirements or guidelines, each employee shall present themselves at their work station and be ready to start at their nominated start time and shall remain at their work station until their nominated finished time.

14. MEAL BREAK

- (i) Employees shall be entitled to one meal break, and two tea breaks, per shift.
- (ii) The first tea break (morning) shall be a paid break of ten minutes; the second tea break (afternoon) shall be a further paid ten minutes; and both breaks shall be subject to operational requirements. Should management require an employee to work through these breaks, no additional payment shall apply.
- (iii) The second meal break shall be of twenty minutes duration, which shall be an unpaid meal break (Day Workers) This break shall be taken no later than five hours from the commencement of the shift. Should Management require employees to work through this break, the employee shall be paid at the ordinary rate plus 50%.

14a. MEAL BREAKS ON OVERTIME

Employees shall be entitled to a 20-minute paid meal break after working 1-½ hours past their rostered finish. When working on overtime all meal breaks are paid.

Meal allowance payable for overtime shall be incorporated into weekly rates of pay as part of the increase effective from 20 December 1997.

15. ROSTERED DAYS OFF

- (i) Rostered days off may be taken as follows:
 - (a) Maintain existing rosters
 - (b) Accumulate no more than eight RDOs. Any RDOs in excess of eight will be paid out to the employee.
- (ii) If an employee agrees to work on an RDO, they will be granted an alternative day off.

16. SICK LEAVE

- a. Sick leave shall be 64 hours per year for the first year of employment and then will be 80 hours per year for year 2 and thereafter (which is cumulative).
- b. Sick leave of two days or more on each occasion must be substantiated by a Doctor's Certificate.
- c. As entitled, employees shall be paid the number of sick leave hours appropriate to their individual roster arrangement. Subject to each employee holding 80 hours in reserve, all other sick leave may be paid out (on a voluntary basis) at each anniversary date.

17. ANNUAL LEAVE, ANNUAL LEAVE LOADING, AND LONG SERVICE LEAVE

Annual Leave, Annual Leave Loading and Long Service leave shall be in accordance with the State legislation and the Award.

18. PUBLIC HOLIDAYS

- a. The following days shall be recognised as Public Holidays - New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, and all proclaimed public holidays for the State.
- b. Weekly full-time and part-time employees shall be entitled, without loss of pay, to Public Holidays as observed or proclaimed in NSW, and as indicated above. Where a weekly employee's roster does not include a paid Public Holiday when it occurs as a normal working day, the employee shall be entitled to payment for that day, at the appropriate classification rate, of pay for 7.6 hours.
- c. Each employee rostered, or nominated to work, on a Public Holiday shall be paid at double time and a half (250%) of the appropriate classification rate of pay for hours worked. Alternatively, they may be paid at time a half at the appropriate classification rate of pay for hours worked with an entitlement of equivalent paid leave at single time which may be added to the annual leave (without leave loading).
- d. Employees working on a Public Holiday shall be given a minimum of four hours payment. Employees absent the working day before or after a Public Holiday, without reasonable excuse, or without Company agreement, shall not be entitled to such paid holiday.
- e. The picnic day, once applied for, and agreed with management, should be treated as a public holiday for the purposes of the Agreement. Picnic day will be taken on the employee's birthday and should the employees birthday fall on a weekend then the next proceeding workday would be recognized as the picnic day. Should the Company not require the employee to work then he or she shall be paid their Picnic Day at the ordinary time rate.
- f. If the picnic day cannot be taken on the employee's birthday, then agreement will be reached between the employee and their supervisor as to an agreeable date.

19. EFT

EFT shall be the method of payment of all wages and allowances, weekly in arrears.

20. TRANSFERS

The Company may require its employees to transfer (daily) between warehouses to meet warehouse requirements, or emergency work, that may arise. Personal difficulties, or family circumstances, may be considered providing satisfactory advice is given to the Company.

All parties shall give transfers due to emergencies maximum co-operation.

A travel allowance of \$0.53 per kilometre will be paid for the incidental and authorised use of personal vehicles between Girraween and Arndell Park when a transfer is required after the commencement of work.

The Company may require its employees to transfer to another warehouse due to changing customer requirements or business needs. Should this be necessary the company will notify the union, as required by the award. Employees will also be provided with one month's notice of any change.

21. JOB SELECTION

Job selection procedures will be carried out in a fair, consistent and professional manner and comply with all relevant statutory requirements and company policies, especially in regards to Equal Employment opportunities.

22. UNION TRAINING

Subject to the following conditions, elected union delegates shall be granted leave to attend courses conducted or approved by the union, which are designed to promote good employee relations.

- No more than two paid days per year shall be granted to each delegate.
- Unused leave shall not accrue from year to year.
- Applications shall be in writing to the Company and at least 28 days before the course and shall include details of the course, content and dates conducted.
- Employees with six months continuous employment are eligible for this leave.
- No more than one employee can attend at the same time.
- Any employee attending such leave shall not be financially disadvantaged in any way.

- The company shall not be required to pay any additional costs associated with leave pursuant to this clause.
- Leave granted under this clause shall count as service for all purposes of this agreement, and
- On completion of the course the employee shall provide proof of their attendance at the course in order to be paid, and upon request inform the company of the nature of the course and their observations.

23. PARENTAL LEAVE

Parental Leave, including Maternity Leave, Paternity and Family Leave shall be granted in accordance with the provisions of the NSW State Legislation.

24. REDUNDANCY

- a. For under 12 months weekly service - Nil.
- b. At the completion of each 12 months weekly service - as per schedule.
- c. At each completed year of service:

Years	Weeks Pay
01	03
02	06
03	09
04	12
05	15
06	18
07	21
08	24
09	27
10	30
11	33
12	36

- d. Thereafter, three weeks for each year of service to a maximum of 60 weeks. In the event of any redundancy the Company will ensure that a fair and equitable process is implemented for any employees who are surplus to Company requirements.

25. NO EXTRA CLAIMS CLAUSE

It is a condition of this Agreement that the employees undertake not to pursue any extra claims, for the duration of this Agreement.

26. DISPUTE/GRIEVANCE SETTLEMENT PROCEDURE

- a) In the first instance any issue in dispute will be discussed and, where possible resolved between the employee/employees and management. When required, a delegate nominated and approved by the Union, and an appropriate Company representative, will assist in resolving of the dispute.
- b) Should an issue remain unresolved, the appropriate Union official and Company representative will then become involved. This may involve senior Union officials and a Management meeting, as required, to seek to resolve any dispute.
- c) If the matter still cannot be resolved, the matter will be referred to the Industrial Relations Commission of New South Wales.

While this procedure is being followed, normal work shall continue.

27. AMENDMENTS TO AGREEMENT

Where the parties agree on further changes then this agreement may be amended in accordance with Section 125 of the Act.

28. SUPERANNUATION

- (1) In addition to the rates of pay in this award, the company shall contribute, on behalf of any eligible employee covered by this agreement, an amount as prescribed by the Superannuation Guarantee Levy Act.
- (2) For the purpose of this clause, "eligible employees" shall mean all:
 - (i) Full time and part time employees; and
 - (ii) Casual employees who earn in excess of \$450 per month who have completed the necessary application forms and lodged them with the company.
- (3) The company may suspend contributions on behalf of any employee, for any period, when the employee is absent from work on unpaid leave, provided that the company shall continue to make contributions in respect of any period during which an employee is absent from work on workers compensation, up to a maximum of 26 weeks, and provided further that the employee remains in the employ of the company.

(4) Contributions are payable in accordance with subclause (1) of this clause upon attainment of qualifying periods, but not retrospective.

(5) For the purposes of this clause:

"P&O Australia Group Accumulation Fund" (P&OGAF) shall mean the fund established under a Trust deed dated July 1991, and shall include any successor fund thereto.

"Clerical and related Employees Superannuation Plan (CARE) shall mean the fund established under a Trust Deed dated 18 December 1986 and shall include any successor fund thereto.

(6) This agreement recognises the intent of the federal government's "Freedom of Choice" proposals as outlined in the 1997 Budget. The Agreement also recognises that the level of benefits ultimately delivered to employees is of paramount importance.

(7) Having regard to the long-term and complicated nature of superannuation, including the importance of investment returns and operating costs, this agreement provides that membership of a superannuation fund be available as follows:

(i) With immediate effect, all new permanent employees shall be offered membership of the non-contributory category (Category One) of the P&O Australia Group Accumulation Fund (P&OGAF) or any successor fund thereof or the Clerical, and related Employees Superannuation Fund (CARE) or any successor fund thereof;

(ii) At intervals of not less than twelve (12) months, and as at 1 January in any year, such employees may, on giving three (3) months written notice to their employer, elect to transfer from P&OGAF to CARE and vice versa. Employees electing to transfer may be required to provide satisfactory medical evidence in respect of their death and disablement benefits, which benefits may be subject to restrictions or limitations as a result.

(iii) Employers shall not be required to contribute in excess of the amounts normally required to be contributed to under Superannuation Guarantee Legislation, nor shall be required to contribute to more than one fund at any time.

New permanent employees shall be required to make an election and to complete application requirements of the fund of their choice within 28 days of their commencing service. Failure to do so shall be deemed a decision to

join the P&OGAF and to comply with all of the requirements of membership of that fund.

(iv) Casual employees shall be required to join the CARE, or any successor fund, thereof with effect from their commencement of employment.

(v) These provisions shall apply to all employees as aforesaid, but nothing herein shall prevent an employer from providing an additional option, or options, in particular cases, by agreement with the employee concerned.

29. NO DURESS

This is to confirm that no party entered into this Enterprise Agreement under any form of duress to it.

30. SAVINGS CLAUSE

No employee shall be disadvantaged by the making of this agreement when taken as a whole.

ADDENDUM - Shift work and penalty rates for shift work

- i) Definitions in this clause are:
- a) A 'shift worker' means an employee whose ordinary working hours of work are in accordance with the shifts defined in paragraphs (b), (c), (d), (e) & (f) of this clause.
 - b) 'Afternoon shift' means any shift finishing after 6.00 pm and at or before 11.00 pm, provided that where the majority of employees in an establishment finish afternoon shift at a later time, up to 12.00 midnight, clerical employees may be required to work the same hours.
 - c) 'Night shift' means any shift starting at or after 11.00 pm and at or before 5.00 am, or finishing subsequent to 11.00 pm and at or before 6.00 am.
 - d) 'Permanent shift' means a night shift that does not rotate with another shift, or shifts, or day work, and which continues for a period of not less than four consecutive weeks.
 - e) 'Early morning shift' applies to an employee whose ordinary hours on a regular shift commence between 5.00 am and 6.00 am except where such a shift is part of a shift system and preceding an afternoon shift finishing at 11.00 pm.
 - f) A 'seven-day shift worker' means an employee who is rostered to work regularly on Sundays and Public Holidays.
- ii) As per this Agreement, the applicable loadings for the above types of shift patterns (as defined) are outlined in the table below.

Shift type	Applicable loading
Afternoon shift	17%
Night shift	20%
Early morning shift	Nil (abolished in the 2000 EBA)
Permanent night shift	26%