

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/100

TITLE: TDG-Jalco Distribution Pty Ltd Enterprise Agreement 2002

I.R.C. NO: IRC2/6474

DATE APPROVED/COMMENCEMENT: 9 December 2002/17 November 2001

TERM: 17 November 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA99/99

GAZETTAL REFERENCE: 6 June 2003

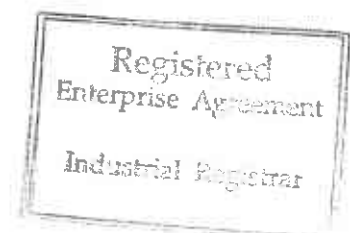
DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all warehouse employees of TDG-Jalco Distribution Pty Ltd engaged to work at the 2 Lyn Parade, Lurnea and 164 Newton Road, Wetherill Park facilities and who fall within the coverage of the Storemen and Packers, General (State) Award

PARTIES: TDG-Jalco Pty Ltd (now known as Patrick-Jalco Distribution Pty Ltd -&- the National Union of Workers, New South Wales Branch



Ex 2
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TDG-Jalco Distribution Pty Ltd.

ENTERPRISE

AGREEMENT

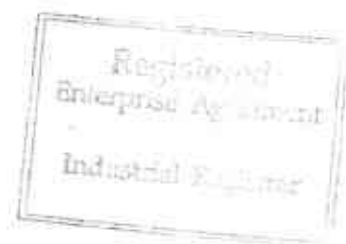
2002

Covering Sites at:

2 Lyn Parade, Lurnea

and

164 Newton Road, Wetherill Park



Date of this agreement: November 17 2001

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TDG-Jalco Distribution Pty Ltd Lurnea Enterprise Agreement

TITLE OF AGREEMENT

1. This agreement shall be known as the TDG-Jalco Distribution Pty Ltd, Lurnea, Enterprise Agreement. 2002

INCIDENCE AND PARTIES BOUND

2. This Enterprise Agreement is made pursuant to Chapter 2, Part 2, of the New South Wales Industrial Relations Act, 1996, entered into on the 17th of November 2001 between TDG-Jalco Distribution Pty Ltd, and all warehouse employees engaged to work at the 2 Lyn Parade Lurnea and 164 Newton Road Wetherill Park facilities and The National Union of Workers, (NUW), (N.S.W Branch).

LIFE OF AGREEMENT

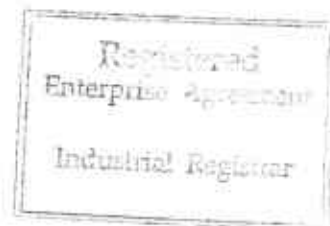
3. The Agreement shall commence on the day on which the Industrial Relations Commission of New South Wales approves the Agreement, and shall continue until February 17, 2004. The parties shall commence to negotiate a new Agreement three (3) months before the expiry of this agreement. In the event a new agreement is not filed and registered to replace this Agreement three (3) months after its term, the terms and conditions of this agreement shall prevail thereafter.

RELATIONSHIP TO PARENT AWARD

4. It has been determined by the parties to this Agreement that the agreement shall be read and interpreted wholly in conjunction with the New South Wales, Storeman and Packers, General (State) Consolidated Award, provided that where there is any inconsistency, this Agreement shall take precedence. Where issues arise that are not covered by this agreement then determination will revert to the relevant clause in the award.

DURESS

5. This Agreement has not been entered into under duress by any of the aforementioned parties.



PURPOSE OF THE AGREEMENT

6. The purpose of this Agreement is to set up and maintain a more efficient and productive warehouse operation. It requires the total commitment and cooperation of all personnel in assisting supervisory staff and management in achieving Best Practice as defined by KPI objectives as set by TDG-Jalco Distribution in:
- Productivity,
 - Quality,
 - Accuracy,
 - Efficiency,
 - Reductions in errors on orders and stored product,
 - Reductions in damages to products, plant and equipment.

CONTRACT OF EMPLOYMENT

7. Permanent employees shall be employed on a weekly basis, and Casual employees will be engaged on an hourly basis. Where an employee is engaged on a weekly basis his / her employment may be terminated by one (1) weeks notice on either side given on any day or by the payment or forfeiture of a week's wages in lieu of such notice.
8. The employer shall have the right to dismiss an employee, without notice for,
- refusing to work as directed,
 - malingering,
 - neglect of duty,
 - misconduct,
- in such cases the wages shall be payable up to the time of dismissal only. Alternatively the employer shall have the right to deduct payment for any day or portion thereof during which the employee is stood down as the result of refusal of duty, malingering, neglect of duty or misconduct.
9. Employees shall accept responsibility for the quality, accuracy and completion of any job or task assigned to the employee.
10. Employees shall keep in good working order any equipment or materials they use or are supplied with.
11. Employees shall at all times comply with the relevant TDG -Jalco Distribution Pty Ltd Occupational Health and Safety procedures and any relevant legislation that may be enforce from time to time.
12. Employees may by agreement be transferred to other TDG -Jalco Distribution Pty Ltd warehouses or sites on a short term needs basis. A travel allowance as detailed in appendix (A) will apply to such transfers.

13. All employees must comply with the TDG -Jalco Distribution Pty Ltd Quality procedures. Failure to comply with these procedures may result in employee counselling or termination of employment.
14. Rates of Pay. Refer appendix (A). All increase increments will be paid at the first full pay period of the month indicated in appendix A.
15. All allowances set out in appendix (A) of this agreement are based on worked hours, and as such are not payable when employees are absent from work.

INDUCTION PROCEDURES

16. All employees, permanent and casual, will be required to adhere to the company's guidelines as stipulated in the "TDG-Jalco Distribution Staff Policy Manual" as well as the "Staff Induction Manual". Any employee in breach of conditions stated therein may be subject to employee counselling or termination of employment.

DAMAGES

17. Product Damage

Employees causing any damage must abide by the following procedure.

If product damage occurs, the employee must remove the damaged product to the designated area, and the area where the damage occurred must be cleaned immediately. These incidents must be dealt with in accordance with the company's Damaged Goods Procedure and reported to the immediate supervisor or manager. If damages are not reported this may result in employee counselling or termination of employment.

18. Plant, Property and Equipment

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



TRAINING OF EMPLOYEES

19. All employees herein agree to work in all areas, and perform all functions of the warehouse. All employees herein may, by agreement, perform all functions of the Despatch Office, after having received appropriate training in the functions required. The company will provide training, where appropriate, to broaden employees skills relevant to their job functions.
20. Training of casuals, new or permanent employees may be performed by suitably qualified staff, management or employees covered by this agreement as deemed appropriate by management.

ORDINARY HOURS OF WORK

21. Hours of work will average thirty eight (38) hours per week.
22. To accommodate the Rostered Day Off, working hours each week will equal 40 ordinary hours in total. Paid ordinary hours per week will equate to thirty eight (38) hours. Two (2) ordinary hours will go toward the individual employee's RDO accrual.
23. Dayshift: shall be a shift of ordinary work hours commencing and concluding between - 6:00am and 6:00pm Monday to Friday.
24. Afternoon shift: shall be a shift which finishes ordinary hours after 6.00pm and before 12.00am.
25. Night Shift: shall be a shift which finishes ordinary hours after 12.00am but before 8.00am of the following day.
26. The ordinary hours of work for all shifts shall be an average of 38 hours per week, (38 paid hours and 2 hours RDO accrual), which shall be worked in no more than five consecutive days. All ordinary hours for day and shift workers will be worked in consecutive hours on consecutive days.

WORK HOURS DEFINED: Span of Hours

27. **Day Hours:** shall be ordinary work hours commencing and concluding between - 6:00am and 6:00pm, and employees will be paid at the "Standard Hourly Rate" as prescribed in appendix (A).
28. **Afternoon Hours:** shall be ordinary work hours concluding after 6:00pm and on or before 12:00am, and employees will be paid at the rate of 115% of the "Standard Hourly Rate" for all ordinary hours worked.
29. **Night Hours:** shall be ordinary work hours commencing on or after 12:00am and concluding on or before 8:00am, and employees will be paid at the rate of 130% of the "Standard Hourly Rate" for all ordinary hours worked.

CASUAL EMPLOYEES

30. All Casual employees will be paid at the rate of 115% of the appropriate hourly rate plus 1/12th (0.083%) in lieu of Annual Leave.
31. A casual employee may be retained on an agency's books for a period not exceeding six months of continual employment. After that period the company may agree to transfer that employee to TDG's books as a permanent employee provided the employee continues to meet the company's standards. If after the initial six month period the employee does not meet the required company standards then the company will terminate their employment contract through the designated contract employer. At this time an alternate employee may be recruited through the designated labour contractor providing the needs of the business require such action. A permanent casual pool of labour (approx. 25%), may be retained to suit the business needs.
32. All operational requirements relating to ordinary and overtime hours will be offered to permanent employees first. In the event that insufficient permanent labour is available then casuals may be requested by management to fulfil the operational needs.

STOCKTAKE

33. Suitably qualified staff, other than storemen, may operate materials handling equipment during periods of stocktake, in the event that storemen are unavailable.

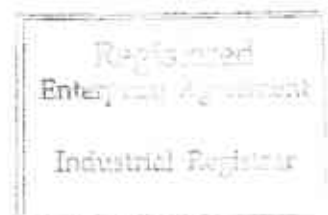
WORK EXPERIENCE AND MANAGEMENT TRAINING.

34. All employees agree to allow, and assist in, the company's Work experience and Operational Management training programs. This type of work is intended to provide participants with hands on operational training and be an educative process to assist participants to obtain work related skills. It is not intended to be used as a substitute for ordinary permanent labour. All operational requirements relating to ordinary and overtime hours will be offered to permanent employees first.

ROSTERS

35. An employee's roster showing the days on which the employee is required for ordinary work may be changed by the employer giving to the employee seven days notice or where the employer and the employee mutually agree without notice.

ROSTERED WORK PATTERN



36. There will be a Rostered Day Off (RDO) programme of one (1) RDO granted for every four ordinary weeks (152 hrs) worked. Hours of work are 38 hours per week. No employee will be allowed to take an RDO unless sufficient hours have been accrued. The scheduled roster may be altered only after consultation and agreement by management.
37. An RDO will equate to the rostered hours equivalent as set down in the staff roster.
38. Staff may elect to take a variable hours component for RDO's after consultation and agreement by management. (i.e. take time off work to register a car and then return to work within the same working day).
39. No RDO accrual will occur on days when an employee is absent from work on a scheduled work day for any reason, (e.g. sick leave, annual leave, compassionate leave, workers compensation etc).
40. Rostered Days Off also apply to Despatch Clerks in accordance with the spirit of the agreement. A proviso to this is that an RDO will not be allowed at times when other Despatch Clerks are on annual leave or planned sick leave. Rostered days off will be subject to coverage by warehouse staff, who have been cross trained in Despatch Clerk duties.
41. A working week to consist of 38 normal hours (38 paid hours and 2 hours RDO accrual).
42. Notification of a change to an employee's ordinary hours will be in writing a minimum of seven (7) consecutive days prior to the change or earlier or without notice by mutual agreement. Alteration to an employee's ordinary hours will be at management's discretion. Management will endeavour to minimise changes to an employee's ordinary hours that may impact on the employees lifestyle, however business needs will prevail.
43. Based on the requirements of the business, management will determine the start and finish times of each shift, providing they are in line with normal spread of hours as mentioned in Clause 11.

WORK HOURS

44. The working week is to consist of thirty eight (38) ordinary hours.
45. Notification of a change to an employee's ordinary hours will be in writing a minimum of seven (7) consecutive days prior to the change or earlier or without notice by mutual agreement. Alteration to an employee's ordinary hours will be at management's discretion. Management will endeavour to minimise changes to an employee's ordinary hours that may impact on the employees lifestyle, however business needs will prevail.
46. Based on the requirements of the business, management will determine the start and finish times of each shift, providing that they are in line with the normal spread of hours.

MEAL BREAKS

47. Management may roster staff on different break times to ensure ample coverage is provided for the operational needs of the business.
48. All employees covered by this agreement (Day, Afternoon, Night) will, as part of their ordinary hours, have a ten (10) minute paid break.
49. Day employees covered by this agreement will, as part of their ordinary hours, have a thirty (30) minute unpaid meal break after four (4) hours of work, as so long as their ordinary hours for that day are more than five (5) consecutive hours of work.
50. Afternoon and Night employees covered by this agreement will, as part of their ordinary hours, have a twenty (20) minute paid meal break after four (4) hours of work, as so long as their ordinary hours for that day are more than five (5) consecutive hours of work.
51. No other breaks will apply.
52. The company will allow a period of up to five minutes immediately prior to the end of each shift as "Wash-up Time".

PAYMENT OF WAGES

53. Parties to this agreement accept that all wages, including all penalties and allowance, will be paid weekly through Electronic Funds Transfer (EFT). Subject to circumstances beyond the company's control, the company undertakes to have all wages available to employees on Tuesdays of each week and no later than the end of trade on Thursday of each week. Bank charges will be the responsibility of the employee.

OVERTIME

54. All overtime **MUST** be authorised by Management.
55. Subject to operational requirements and at the Management's discretion, the company undertakes to establish equal opportunity for all employees to work reasonable amounts of overtime.
56. All employees agree to work, on request, a reasonable amount of Overtime each week.
57. The first two (2) hours of any Overtime is to be paid at 150% of the "Standard Hourly Rate".
58. All time worked after the first two (2) hours of any Overtime will be paid at 200% of the "Standard Hourly Rate".
59. All overtime worked on Saturdays will be paid at: first two hours at 150% of the "Standard Hourly Rate" and thereafter at 200% of the

"Standard Hourly Rate". This does not include ordinary hours of rostered work.

60. All overtime worked on Sundays will be paid at: 200% of the "Standard Hourly Rate". This does not include ordinary hours of rostered work.
61. Overtime will only commence after normal rostered shift has ceased or after eight normal hours have been worked on the day.
62. An employee working more than one (1) hour of Overtime after completion of their ordinary hours, who has not received notice of such Overtime in their previous work day, will be paid a Meal Allowance as prescribed in appendix (A).

SAFETY FOOTWEAR AND CLOTHING

63. All Employees party to this agreement undertake to wear safety footwear that complies with the current Australian Standards whilst at work. Safety footwear will be selected and supplied by the company, and will be replaced annually.
64. All Employees agree to wear a Safety Vest or High Visibility shirt or jacket that complies with the current Australian Standards for High Visibility clothing, whilst at work. These items will be selected and supplied by the company, and will be replaced annually.
65. The company shall undertake to make available all appropriate protective clothing to perform clean-up of all spills and damages in accordance with the guidelines as stated in the OH&S legislation for N.S.W.

UNIFORMS

66. All Employees will wear company issued uniforms at all times during working hours, any employee failing to comply with this requirement will not be able to start work until they comply with this requirement.
67. It is the responsibility of each employee to clean and maintain all company supplied items to an acceptable standard as defined by management. Company supplied uniforms will be replaced annually.

SICK LEAVE

68. All employees accept their obligation to inform the company if unable to attend work due to illness. Employees party to this agreement undertake to:
 - o Day shift employees - advise before (where practicable) or within one hour of the scheduled commencement time.
 - o Afternoon and Night shift employees - advise at least 2 hours prior to the commencement of shift start time.

69. The amount of sick leave each employee is entitled to equates to thirty eight (38) hours for the first year of employment and seventy six (76) hours for each year of employment thereafter with the company. Sick leave entitlements will accrue on a Pro-rata basis.
70. Except for the first single day's absence on sick leave a doctor's certificate supporting absence on sick leave will be required in order for the employee to qualify for sick leave payment for the time off.
71. A single day's sick leave will equate to the normal day's corresponding rostered paid hours.
72. For absences before or after public holidays and rostered days off, proof by way of a medical certificate shall be supplied irrespective of the length of the absence in order to qualify for payment.

ANNUAL LEAVE

73. An employee taking annual leave shall be entitled to be paid, in addition to their annual leave, a 17.5% loading for all time taken as annual leave providing the employee has worked 12 continuous months since their commencement date anniversary with the employer.
74. No loading is payable to an employee who takes annual leave wholly in advance however such loading shall be paid on the employee's anniversary date.
75. When the employment of an employee is terminated by the employer, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual leave to which they are entitled, they shall be paid the annual leave loading.
76. If termination of employment occurs, annual leave payments will be made in accordance with the Annual Leave Act.

PAYMENT OF ACCRUED SICK LEAVE

77. Upon request by an employee, the employer will pay out any unused sick leave after two years of employment, provided that –
78. Unused sick leave will only be paid once a year, in the second whole week of December;
79. A maximum of 100 hours sick leave will be paid out on each occasion.
80. Employees must retain a minimum balance of 76 hours sick leave.
81. Upon termination of employment, an employee will not be entitled to any payment for accumulated sick leave.

COUNSELLING PROCEDURE

82. With the object of retaining good employer/employee relations, no employee will be dismissed (except for misconduct which would justify instant dismissal) unless the following procedures have been followed:
83. First Warning: If Management considers an employees performance or conduct to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee right to respond. If the employee so requests, a witness of his/her choosing may be present and will be given the opportunity to respond. The nature of the unsatisfactory service will be committed to writing.
84. Second Warning: If the employees performance or conduct in the opinion of the employer continues to be unsatisfactory, the Company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. The employee will be given the opportunity to respond. Again, the nature of the unsatisfactory service will be committed to writing.
85. Third Warning: If after two written warnings the employer considers the employees performance or conduct to still be unsatisfactory, then the employee may render him/herself liable for dismissal in the presence of the appropriate employee witness where requested.
86. Validity of Warning: There will be a validity period applied to all warnings of twelve (12) months. Accordingly as a "First Warning" becomes invalid due to this Clause so the "Second Warning" becomes the "First Warning".
87. Obligations: The Company undertakes to advise any employee receiving a "warning" of their rights and obligations at the commencement of receiving the "warning".
88. The employer shall follow a disciplinary procedure directed towards improving the conduct, performance and work standard of each employee.
89. The employer shall take all reasonable steps to make known to employees, by way of verbal and or printed communication, the required standard of performance and conduct which is expected whilst at the workplace or in circumstances which would directly impact on the workplace.
90. When the employer is to issue a warning to an employee the following steps shall be observed:
91. The employee shall be advised of the complaint against them;

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

GRIEVANCE PROCEDURE

99. In the event there is a grievance by either the employees covered by this agreement or the management of TDG-Jalco Distribution Pty Ltd , the following procedure will apply: -
 100. The employee shall raise the dispute or grievance with their immediate manager or supervisor in an attempt to resolve the dispute or grievance;
 101. Reasonable time limits must be allowed for discussion at each level of authority.
 102. If the matter is not resolved the employee may refer the dispute or grievance to the employee representative, or union delegate whichever is the case, and the employee representative shall discuss the dispute or grievance with the next level of management in an attempt to resolve the dispute or grievance.

103. If the matter is not resolved the employee representative or union delegate may refer the matter to their union office and the manager may refer the matter to their enterprise's senior manager.
104. The matter shall be discussed between a senior union official and senior manager, or their representatives, in an attempt to resolve the dispute or grievance.
105. If the dispute is not resolved within seventy two (72) hours of when it was referred to the senior representatives then either side may refer the dispute or grievance to the commission for resolution.
106. Whilst matters in dispute are being discussed, work shall continue as normal and the status quo shall prevail. The status quo shall mean the situation that existed before the dispute or the matter giving rise to the dispute.
107. Notwithstanding anything else written in this clause no employee shall be expected to work in a situation or area where there is a risk to health and safety.

WAGE INCREASE

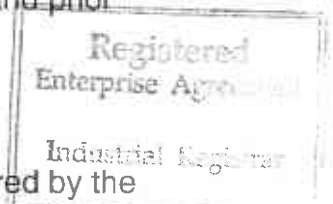
108. The employees undertake to make no further wage claims during the currency of this agreement.
109. Any increase payable by the company will be conditional, upon acceptance of this agreement, by the employees and Union and prior to registration with the commission.

REDUNDANCY

110. The Company agrees that existing employees will be covered by the provisions of redundancy allowed in the De Julia document of four weeks pay for each year of service calculated on a quarterly basis with a maximum payment of 52 weeks
111. For all new employees commencing after November 17, 2000, the prevailing TDG-Jalco Distribution redundancy conditions will apply.

UNION RECOGNITION AND MEMBERSHIP

112. For the duration of this Agreement, TDG-Jalco Distribution Pty Ltd recognise the National Union of Workers as the union representing Employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
113. It is the policy of TDG-Jalco Distribution Pty Ltd that it pursues a policy of equal opportunity.



114. TDG-Jalco Distribution Pty Ltd undertakes upon authorisation of each employee, to deduct Union membership dues, as levied by the National Union of Workers (N.S.W. Branch) in accordance with its rules, from the pay of Employees who are members of the National Union of Workers (N.S.W. Branch).



DATE OF REGISTRATION

This enterprise agreement shall take effect from the first pay period on or after the 17th of November 2001.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of TDG-Jalco Distribution Pty Ltd

Signed:



Witnessed by:



Date:

31/10/2002

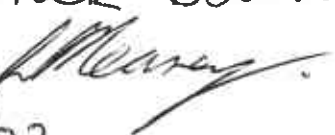


Signed for and on behalf of the NUW

Signed:

Derrick Belan

Witnessed by:



Date:

29/1/02

APPENDIX A.

Standard Hourly Rates of Pay:

Classifications:	Period	Rate	Weekly Rate (at 38 normal hours)
Storeperson	Current	\$15.71	\$596.98
	Nov-01 4%	\$16.34	\$620.92
	Aug-02 4%	\$16.99	\$645.62
	May-03 4%	\$17.67	\$671.46
Leading Hand Allowance		\$46.63	
Supervisor	Current	\$18.93	\$719.34
	Nov-01 4%	\$19.69	\$748.22
	Aug-02 4%	\$20.48	\$778.24
	May-03 4%	\$21.30	\$809.40
Clerical	Current	\$16.51	\$627.38
	Nov-01 4%	\$17.17	\$652.46
	Aug-02 4%	\$17.86	\$678.68
	May-03 4%	\$18.57	\$705.66

Note: All increase increments will be paid at the first full pay period of the month indicated in appendix A (above).

Allowances:

General Allowances	
Meal Allowance	\$8.80
Travelling Allowance	\$0.595 per kilometre

De JULIATRANSPORT

PTY. LTD.

HEAD OFFICE & WAREHOUSE
 338 WOODPARK ROAD, SMITHFIELD. N.S.W. 2164
 PO BOX 220 SMITHFIELD NSW 2164
 PHONE: (02) 604 6600 - TELEX: AA24824
 FAX: (02) 609 7780

A.C.N.000 601 614

The Federated Storeman and Packers' Union
 3-5 Bridge Street,
 Granville. N.S.W. 2142.

26 June 1991

Attention: Mr. T. Gooch

Re: Redundancy Agreement

Dear Tim,

As requested by you, please find below confirmation of the agreement reached during discussions on the 24th June 1991, relating to your proposal for a Redundancy Agreement with our company.

Firstly, I will reiterate that if the current cotton season continues without major incident as has been the case so far, we believe we will have an adequate base to enable us to secure sufficient business during the summer months so as not to have the need to retrench any employees at our existing staff levels.

This agreement is conditional upon receiving no further claims on the matters contained in this agreement for a period of 4 years.

Details of agreement are as follows:

1. Definition: Would apply to any member of the S.P.U. who became surplus due to:
 - a. Reduction of demand.
 - b. Reorganisation or restructure of company's operation.
 - c. Introduction of new technology and or mechanisation.
2. Period of notice:
 Minimum of 4 weeks or payment in lieu. If over 45 years of age, 1 extra week.
3. Time off during notice:
 Up to 1 day's time off each week during period of notice for job interviews.
4. Selection:
 Volunteers first; if insufficient then last on first off.
5. Preference of re-employment:
 If future vacancies, preference for up to 3 months.
6. Severance and/or service payment:
 Four weeks for each year of service, calculated on a quarterly basis, with a maximum payment, ~~in this clause of~~ 52 weeks.
7. Sick leave:
 All untaken sick leave paid out.

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REDUNDANCY AGREEMENT - FSPU




8. Annual leave:
All annual leave, accumulated and pro-rata paid with annual leave loading as applicable to the award at the time of redundancy.
9. Long service leave:
Pro - rata after 1 year of service.
10. Superannuation:
Not applicable to the company, men under S.P.U. scheme.
11. Alternative employment:
All efforts to find alternative employment at other company locations. If an employee declines to accept alternative employment, the rights of this package to apply.
12. Business Re-location:
If such relocation caused a significant increase in travelling time or cost, then the employee would have the right to decline and still retain the rights to this package.
13. Re-classification to one of lower wages at same site:
If an employee is offered an alternate position as an alternative to redundancy, the employee has the right to decline and accept redundancy.
14. Payments:
All payments to be at employees normal rate of pay, including when applicable;
i. shift loadings
ii. all other allowances normally received.
15. Itemised statement:
All monies to be paid to be made available to employee prior to termination.
16. Full consultation:
With union prior to any redundancy notices issued.

As suggested by you, we have enclosed two copies of the above agreement so that the Union Secretary, Mr. F. Belan, can if he is agreeable, acknowledge his approval and acceptance of the above agreement by signing both copies and returning one to us.

Yours Faithfully,
DE JULIA TRANSPORT PTY LTD

FEDERATED STOREMAN AND
 PACKERS' UNION


K.J. HARM
 Managing Director

Registered
 Enterprise Agreement
 Industrial Registrar

F. BELAN
 Secretary

