

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/184

TITLE: FreshFood Management Services Pty Ltd, wholly owned subsidiary of FreshFood Australia Holdings Pty Ltd, Enterprise Agreement 2001

I.R.C. NO: IRC02/2154

DATE APPROVED/COMMENCEMENT: 9 May 2002/1 July 2001

TERM: 31 March 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 June 2002

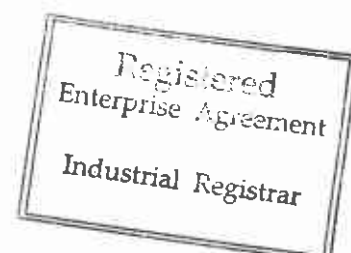
DATE TERMINATED:

NUMBER OF PAGES: 43

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all factory employees of FreshFood Management Services Pty Ltd, as a wholly owned subsidiary of FreshFood Australia Holdings Pty Ltd at the Concord site.

PARTIES: FreshFood Management Services P/L -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch



ENTERPRISE AGREEMENT

BETWEEN THE



NATIONAL UNION OF WORKERS (NSW)

**AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING
AND KINDRED INDUSTRIES UNION (NSW)**

ELECTRICAL TRADES UNION OF AUSTRALIA (NSW)

AND

**FRESHFOOD MANAGEMENT SERVICES PTY LTD
AS A WHOLLY OWNED SUBSIDIARY OF
FRESHFOOD AUSTRALIA HOLDINGS PTY LTD**

*Approved
9 May 2023
Atley D.*

Signed for and on behalf of
FRESHFOOD MANAGEMENT
SERVICES PTY LTD as a wholly owned
subsidiary of FRESHFOOD HOLDINGS
AUSTRALIA PTY LTD

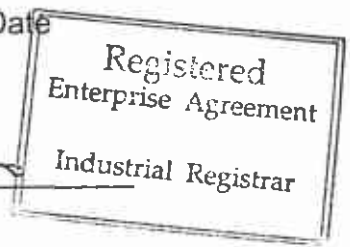
) *[Signature]* Signature
) Peter Donnan
) 23/11/2001 Date

In the presence of Witness:

) *[Signature]* Signature
) 23/11/01 Date

Signed for and on behalf of:
AUSTRALIAN MANUFACTURING
Signature
WORKERS' UNION (AFMEPKIU)
Metals & Engineering Division

) *[Signature]*
) M. Hoban
) Acting Assistant
) State Secretary
) 10/1/2002 Date



In the presence of Witness:

) *[Signature]* Signature
) S Terpstra Name 10/1/02

Signed for and on behalf of:
THE NATIONAL UNION OF WORKERS,
NSW BRANCH

) *[Signature]* Signature
) Derrick Belar
) State Secretary
) 23-01-02 Date

In the presence of Witness:

) *[Signature]* Signature
) STEVE CAIN Name 23/1/02

Signed for and on behalf of:
THE ELECTRICAL TRADES
UNION OF AUSTRALIA, NSW BRANCH

) *[Signature]* Signature
) State Secretary (Deputy)
) 22-1-02 Date

In the presence of Witness:

) *[Signature]* Signature
) Rebecca Mtsuwa Name 22/1/02

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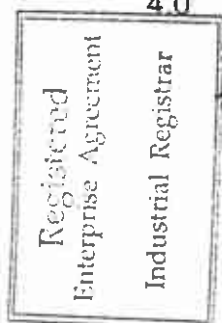
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1.0 **GENERAL**

1.1 **TITLE**

This Agreement shall be known as the FreshFood Management Services Pty Ltd, wholly owned subsidiary of FreshFood Australia Holdings Pty Ltd, Enterprise Agreement 2001 and shall be read in conjunction with the parent Awards.

Where there is an inconsistency between a term of this Agreement and a term of the relevant Parent Award, the term of this Agreement shall prevail to the extent of the inconsistency.

1.2 **PURPOSE OF THE AGREEMENT**

Taking into consideration the infrastructure of the site, all parties agree to strive to achieve an internationally competitive site producing world class products.

1.3 **NOT ENTERED INTO UNDER DURESS**

This Agreement has not been entered into under any duress. All parties who negotiated this Agreement did so freely and of their own will.

1.4 **AREA INCIDENCE AND DURATION**

This Agreement rescinds and replaces the FreshFood Management Services Pty Ltd, wholly owned subsidiary of FreshFood Australia Holdings Pty Ltd, Enterprise Agreement 1998 and any subsequent agreement which may apply whether registered or not.

This Agreement applies to all factory employees of FreshFood Management Services Pty-Ltd, as a wholly owned subsidiary of FreshFood Australia Holdings Pty Ltd at the Concord site.

This Agreement operates in lieu of any award or agreement which would otherwise apply to the employees of the Concord site.

This Agreement shall operate from 1 July 2001 until 31 March 2003 or until a new agreement is reached in accordance with the clause below.

This Agreement including the redundancy provisions in Appendix C shall continue in force thereafter, until rescinded by the parties.

The Parties (the Company and the Unions) shall have the right to review the wage rates and allowances after the expiry of this agreement.

Any variation to this Agreement made as a result of such review will be by consent and in accordance with the provisions of the Act.



At least 2 months prior to the expiration of this Agreement, the parties will commence negotiations on a new Agreement.

1.5

DEFINITIONS

For the purpose of this Agreement unless a contrary intention is specified.

1. "Company" means FreshFood Management Services Pty Ltd, as a wholly owned subsidiary of FreshFood Australia Holdings Pty Ltd in respect of its Concord operation.
2. "Union" means any one or all of the Unions respondent to this Agreement. The unions represented on site are:
 - Australian Manufacturing Workers' Union (Registered as AFMEPKIU) Metals & Engineering Division
 - The National Union of Workers (NUW)
 - The Electrical Trade Union (NSW)
3. "Parent Awards" means the following awards:
 - Storemen and Packers General State Award
 - Metal, Engineering and Associated Industries (State) Award
 - Electricians (State) Award

1.6 -

EMPLOYEE ENTITLEMENT PROTECTION

It has been agreed by the parties to this agreement that the Company shall undertake to identify and implement a form of employee entitlement protection, during the term of this agreement, to the mutual satisfaction of the parties to this agreement. The unions have agreed to assist the Company in identifying and implementing a satisfactory insurance/guarantee based product.

Progress in the identification and implementation of such a product shall be reviewed by the Concord EBA Negotiating Group. The first review shall take place on 31 January 2002.

In determining whether an identified product is mutually satisfactory, regard must be had to cost and cash flow implications and the scope of the entitlements to covered.

The Company reserves the right to review or rescind any arrangements which have been agreed to and implemented should a legislative arrangement come into existence which is mutually satisfactory.

Notwithstanding the above, the parties to this agreement must abide by all of the terms of this agreement for the life of the agreement.



2.0

PRODUCTIVITY

The parties are committed to cooperating positively to increase the efficiency, productivity, cost effectiveness and competitiveness of FreshFood Management Services Pty Ltd as well as the enhancement of the career opportunities for employees.

The process of improvements in productivity and flexibility will be ongoing with changes in work practices and technology, and one in which employees have agreed to perform a range of duties including work incidental or peripheral to the tasks within the classification.

2.1

LONGER TERM STRATEGY

This strategy will involve setting of appropriate world class manufacturing standards and time scales for implementation. The objective will always be to achieve an internationally competitive site ensuring our costs of production are decreasing and site efficiencies improving.

The parties agree that the following issues should be discussed to ensure the future and commercial viability of the organisation, and the following is a starting point for the implementation of such a strategy.

They are:

- the organisation's strategic direction
- better utilisation of existing equipment and plant
- the introduction of new equipment and plant
- better forms of work and management organisation and practise
- increased levels of communication throughout the site and increased autonomy of decision making within the teams.



In order to achieve world class competitiveness the following will be developed.

- (a) A work force which is committed to high standards of excellence, efficiency, innovation and safety.
- (b) Training appropriate to the food industry and the Concord site in particular. Wherever possible training undertaken will be recognised by external authorities such as the Food Industry Training Council, TAFE and be accredited.
- (c) Striving to achieve continuous improvement in work practices and methods of organisation.
- (d) In line with the team philosophy the management of the site will be based on consultation, trust and as far as possible, job security of our employees.

2.2 PERFORMANCE INDICATORS

The parties agree to establish a series of performance indicators to measure progress on an ongoing basis. Progress should be reviewed formally at quarterly intervals. Each team, in conjunction with their Team Facilitator and Manager will then develop appropriate levels of achievements for their group.

Performance indicators will be developed for all teams covered by this Site Agreement.

Development of these targets will include benchmarking activities. It is agreed that there shall be an ongoing commitment to improving a broad range of integrated issues affecting the productive performance of the organisation such as, but not limited to cost, quality, work organisation, stock accuracy, wastage, skills formation, safety and appropriate occupational health standards.

2.3 ACTIVITY BASED COSTING

It is agreed that an activity-based costing exercise can be implemented throughout the total site. This exercise, in conjunction with the ideas of the teams themselves, will help identify the most productive means of work organisation.

The purpose of activity-based costing is to identify and quantify the costs involved in producing a product. All parties are committed to this process and the identification of the most costly areas of manufacturing and then to determine suitable means to decrease these costs.

Management undertakes to liaise with the employees before introducing activity based costing to the site.

2.4 OUTSOURCING OF EXISTING WORK

Should the need arise for outside contracting of existing work activities, discussions will be held with the effected union(s) prior to any such contracting taking place.

3.0 TERMS AND CONDITIONS OF EMPLOYMENT

3.1 HOURS OF WORK

3.1.1 The ordinary hours of work will be based on an average of 38 hours per week and shall not exceed:

- (a) Twelve hours during any consecutive twenty-four hours; OR
- (b) One hundred and fifty-two hours in twenty-eight consecutive days.
- (b) Or in the event of a shift cycle working in excess of 28 days, these hours will not exceed the same proportion as in (b).



- 3.1.2 The ordinary hours shall be worked nineteen days, Monday to Friday in any period of four weeks. (This does not apply to Continuous shifts).
- 3.1.3 Once having been fixed, the time for commencing and finishing work shall not be altered without at least 7 days notice to the employees concerned or by mutual agreement between the employer and the employees themselves.
- 3.1.4 Any employee not specifically engaged as a casual or part-time employee shall be deemed to employed by the week.
- 3.1.5 Changes in working arrangements will be implemented through a process of consultation and agreement with the employees. Under this agreement, future working arrangements may be altered on a team basis consistent with the teams need for operational flexibility.

3.1.6 **7 DAY/12 HOUR OPERATION**

By agreement between the Company and the individual teams, working hours not exceeding twelve ordinary hours on any day may be worked subject to the employer and employees being guided by the Occupational Health and Safety provisions of the ACTU Code of Conduct on 12 hour shifts.

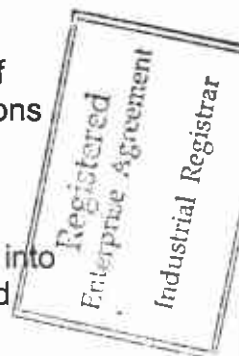
It is recognised by the parties that it is necessary for optimum levels of production to be attained from existing operations, therefore, discussions will take place, if necessary, to move to a 7 day shift roster if mutually agreed by the parties.

Hours of work will be determined mutually between the parties, taking into account the operational needs of the business and the teams provided that the work arrangement is based on a thirty eight hour week. By mutual agreement, normal working hours may exceed eight on any day (Monday to Sunday) on a permanent shift basis at normal rates of pay.

3.2 **ROSTERED DAYS OFF**

The Rostered Day Off (RDO) shall be set, by agreement with the teams, depending on manufacturing requirements and may be staggered within and between groups, though any alteration will require at least two weeks notification, unless by mutual agreement of the individual employees and the Company. An individual and his/her team may rearrange RDO's providing it is acceptable to all parties.

In the case of the Instant Coffee Processing (ICP) employees, it is recognised that there will be people needs and operational needs which have to be satisfied. A ICP holiday policy has been developed and will be used to assist parties in concluding RDOs and holiday arrangements.



An employee who is required by the Company to work on a rostered day off shall be paid overtime rates or elect to take an alternative day off at a mutually agreeable date. Such choice shall be at the option of the employee.

An employee may accrue up to a maximum of 6 Rostered Days Off. Accrued days can be taken as one or several days, but only on a mutually agreed date(s).

3.3 **SHIFT WORK**

3.3.1 **Definitions**

"Early Morning Shift" means any shift commencing on or after 4.00am and before 6.00am.

"Day Shift" means any shift commencing on or after 6.00am and before 10.00am.

"Afternoon Shift" means any shift finishing after 6.00pm and on or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and on or before 8.00am.

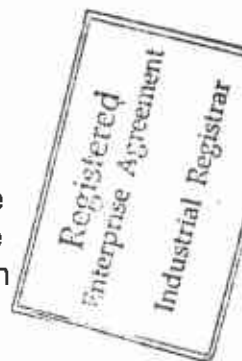
"Continuous Shift Work" means work which is carried on with consecutive shifts throughout the twenty-four hours of each of seven consecutive days without interruption except during breakdowns or planned shutdowns or due to unavoidable causes beyond the control of the employer.

3.3.2 **General Information**

The starting and finishing times for shift workers have been fixed by mutual agreement. The time of commencing and finishing shifts once they have been determined may be varied by agreement between the employer and the employee or in the absence of agreement, by seven day's notice by the employer to the employees.

Shifts may be permanent, alternating or rotating by agreement between the employer and the employee affected by the change to suit the circumstances of the establishment.

Provided that there is an agreement between the employer, Unions and the majority of employees in the plant, work section or sections concerned, the ordinary hours for shift workers may exceed eight but not exceed twelve on any day, with due recognition to relevant guidelines.



3.3.3 CHANGE OF SHIFT

3.3.3.1 Change of FIXED Shifts

Once fixed, the shift on which a person works shall not be changed without 7 days notice, or by mutual agreement.

Employees who are not given the required notice and do not agree to this change but are required to do so will be paid overtime rates as defined in 3.8 for the shifts worked until the expiry of the notice period

3.3.3.2 Change of CONTINUOUS Shift

Employees currently working a continuous shift roster shall not have their roster changed by the employer without 7 days notice of such change (or by all parties agreeing to such change) or be paid at the appropriate penalty rate for ordinary time worked until such 7 days notice would have expired. Such extra rate shall be in substitution for the shift allowance.

3.4 PART TIME EMPLOYMENT

An employee may be engaged on a week to week part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 hours per week.

An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed for the classification in which the employee is engaged.

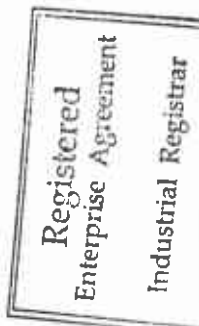
A part-time employee shall be entitled to pro-rata annual and sick leave as well as being entitled to payment for public holidays that fall on ordinary rostered days.

Part-time employees required to work beyond eight hours in one day or beyond thirty-eight hours in one week shall be paid at overtime rates.

3.5 CASUAL EMPLOYMENT

A casual employee is one engaged by the hour and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty-eighth of the weekly wage for that classification plus twenty per cent and any applicable shift loading, with a minimum of four hours on any one day. Included in this loading is the one-twelfth annual leave loading.

NB: Prior to commencing either a part-time or casual employee the relevant union delegate will be consulted.



3.6

WAGES FOR MAINTENANCE EMPLOYEES

The rates of pay in this subclause reflect an agreed increase of 4.0 % pa, from 1 July 2001. Then a further 4% pa from 1 July 2002.

(a) **Rates****Trade: Mechanical**

Grade	Rate – 30/06/01	Rate – 01/07/01	Rate – 01/07/02
Supervisor	955.00	993.20	1,032.93
Grade 5	844.85	878.64	913.79
Senior/Team Trades/Facilitator	793.85	825.60	858.62
Grade 4	777.15	808.24	840.57
Grade 3	743.35	773.08	804.00
Grade 2	709.40	737.78	767.29
Grade 1	675.75	702.78	730.89

Trade: Electrical

Grade	Rate – 30/06/01	Rate – 01/07/01	Rate – 01/07/02
Supervisor	955.00	993.20	1,032.93
Grade 5	844.85	878.64	913.79
Grade 4	777.15	808.24	840.57
Grade 3	743.35	773.08	804.00
Grade 2	709.55	737.93	767.45
Grade 1	675.75	702.78	730.89

Electrical Rates applicable to employees employed prior to original Site Agreement 15/4/91 implementation.

Grade	Rate – 30/06/01	Rate – 01/07/01	Rate – 01/07/02
Grade 5	876.60	911.66	948.13
Grade 4	828.05	861.17	895.62
Grade 3	797.50	829.40	862.58



3.7 WAGES FOR PRODUCTION EMPLOYEES

The rates of pay in this subclause reflect an agreed increase of 4.0 % pa, from 1 July 2001. Then a further 4% pa from 1 July 2002.

(a) Rates

Grade	Rate – 30/06/01	Rate – 01/07/01	Rate – 01/07/02
Area Supervisor	848.30	882.23	917.52
Team Facilitator	697.35	725.24	754.25
Level 4	648.55	674.49	701.47
Level 3	621.15	646.00	671.84
Level 2	593.85	617.60	642.30
Level 1	555.45	577.67	600.78

3.8 OVERTIME

For the purpose of computing overtime, each day's work shall stand alone and overtime shall be calculated using thirty-eight as divisor for all employees.

3.8.1 PAYMENT FOR OVERTIME - (EXCLUDING CONTINUOUS SHIFT

All work done outside ordinary hours shall be paid at the rate of time and a half for the first two hours and then at double time, such double time to continue until the completion of the overtime worked. Overtime worked on a Saturday or a Sunday shall be paid at double time and on a public holiday payment will be made at double time and a half.

3.8.2 PAYMENT FOR OVERTIME - CONTINUOUS SHIFT WORKERS

All overtime done outside ordinary hours shall be paid at the rate of double time except for overtime worked on a public holiday where the rate would be double time and a half.

3.8.3 MINIMUM OVERTIME PERIOD

An employee (other than shift worker filling in for another shift worker late for duty) requested to present himself/herself at work on any Saturday, Sunday or public holiday on which he/she is not rostered to work shall work a minimum of (4) four hours. This does not apply when overtime is worked prior to the commencement of or at the conclusion of a rostered shift. In such cases the employer may nominate any period of overtime.

3.8.4

CALL BACKS

An employee recalled from home to work overtime after having left the premises of the employer (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work. This call back situation would attract the normal overtime rate.

An employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period. Where call backs involve work in excess of four hours, the appropriate overtime rate will be paid.

An employee having had an 8 hour break from the completion of work who is called back to work can either:

- (a) recommence their next shift 2 hours after the normal shift start time without loss of ordinary earnings.
- (b) if time does not permit (eg the call-in finishes close to their normal start time) then the employee may begin their normal shift on ordinary rates upon the completion of the call-in and leave once the normal shift hours are completed.
- (c) An employee who attends multiple call-ins between normal shifts which in the opinion of the line manager completely destroys normal sleep patterns, or who attends a call-in for a such a duration that has the same effect (more than 6 hours), shall be released from the next day's work duties without loss of pay from when the last call-in is complete.

An employee who is called back to work without having had an 8 hour break since leaving work shall be entitled to such a break without loss of ordinary earnings from when the call-in is completed.

An employee using his/her private vehicle to return to work in this instance would be entitled to the relevant kilometre allowance.

3.8.5

SUNDAYS AND PUBLIC HOLIDAYS

- (a) The days upon which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, and Boxing Day are observed, together with any day gazetted or proclaimed by the government as a public holiday.
- (b) In addition to the holidays specified in subclause (1) of this clause, one additional paid holiday (in lieu of the Union Picnic Day) shall apply in each calendar year to an employee on weekly hire.

The holiday date will be administered as per the gazetting of RDO's, that is, by agreement with the teams.

- (c) An employee required to work on any of the abovementioned holidays shall be paid at the rate of double time and one half for the day.
- (d) All time worked on Christmas Day and Good Friday shall be paid for at the rate of treble time for the day.
- (e) An employee required to work on a Saturday or Sunday shall be paid at the rate of double time.
- (f) Where an employee is absent on the last working day prior to the holiday, or on the first working day following the holiday without reasonable cause or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- (g) "Holiday" shall commence at the normal starting time of any shift on the day of the holiday.
- (h) Employees who are on a continuous rotating roster who do not work on a public holiday will also be entitled to a penalty payment equivalent to one day's pay.

3.9

ALLOWANCES

3.9.1

TOOL ALLOWANCE AND DAMAGE

Trades employees and apprentices shall be paid an allowance of from 1 July 2001, \$12.79 per week, from 1 July 2002, \$13.30 per week for supplying and maintaining tools ordinarily required in the performance of their work as a Tradesperson or apprentice.

Notwithstanding the above, the Company shall provide for the use of tradesperson and apprentices all necessary power tools, special purpose tools and precision measuring instruments.

Tradespersons and apprentices shall replace or pay for any tools supplied by the Company if lost or damaged through their negligence.

Damage to tools supplied by the employee shall be compensated by the Company to the extent where, tools are damaged or destroyed by fire, or molten metal or through the use of corrosive substances; provided that the Company's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

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3.9.2 **ELECTRICAL LICENCES**

Electricians employed under this agreement shall possess a NSW Electrical Mechanics Licence A Grade and receive from 1 July 2001, \$29.74 per week, from 1 July 2002, \$30.93 per week.

3.9.3 **SHIFT ALLOWANCE**

(a) **Three Shift Workers**
Monday to Friday (Not Continuous Shift)

Shift workers shall be paid the following allowance in addition to their ordinary rate whilst on shift:

- (i) Rotating shifts, ie: morning, afternoon and night shift: 15% of ordinary rate
- (ii) Early Morning shift - 12.5% of ordinary rate.
- (iii) Afternoon Shift - 15% of ordinary rate.
- (iv) Night Shift - 30% of ordinary rate.

(b) **Continuous Shift Workers - four Shift Roster**

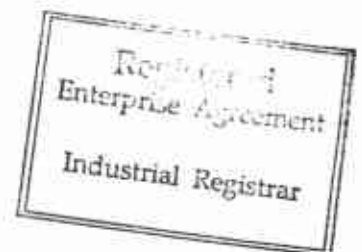
- (i) Monday to Friday - 15% of ordinary rate.
- (ii) 12.00 midnight Friday to 12.00 midnight Saturday.
All Shift - time and a half.
- (iii) 12.00 midnight Saturday to 12.00 midnight Sunday.
All Shift - double time.
- (iv) Public Holidays
All Shift - double-time-and-a-half

3.9.4 **MEAL ALLOWANCE**

For overtime worked, the following formulae will apply:-

- | | |
|------------------------|--------------------------------|
| 0 but less than 1 hour | = No meal allowance |
| 1 hour up to 4 hours | = One (1) meal allowance |
| 5 hours up to 9 hours | = An additional meal allowance |

Each subsequent four (4) hour block will attract an additional meal allowance.



If notified the previous day to work such overtime = no meal allowance. One meal allowance will be from 1 July 2001, \$10.04, from 1 July 2002, \$10.44.

Note: Should a person be "called in" to cover absenteeism, then the above formulae will apply.

3.9.5 KILOMETRE ALLOWANCE

An employee who is requested to use his/her private vehicle for Company use or for a Call Back is to receive kilometre allowance at the following rates:

4 cylinder vehicle	from 1/7/01 - 47c/km from 1/7/02 - 49c/km
6&8 cylinder vehicle	from 1/7/01 - 57c/km from 1/7/02 - 59c/km

3.9.6 FIRST AID ALLOWANCE

- (a) Adequate First Aid appliances shall be kept on the premises and shall be maintained at all times ready for use.
- (b) An employee who is a certified First Aid attendant in possession of a current certificate shall be paid an additional payment from 1 July 2001, \$11.65 per week, from 1 July 2002, \$12.11 per week.

3.9.7 HIGHER DUTY ALLOWANCE

Under the existing classification structure employees are given opportunities to train and develop in the skills of higher classifications. This means that employees need to act and work in higher duties for short periods of time to prepare themselves for future positions. No payment will be payable for development periods.

Where not in a training mode and an employee is appointed by the company to act in a higher role, for more than two hours during one shift, shall be paid the higher rate for such shift.

3.10 PAYMENT OF WAGES AND BREAKS

3.10.1 PAYMENT OF WAGES

The pay period for the Concord site will be weekly from p.m. Tuesday to a.m. Tuesday of the next week (all unscheduled overtime worked on that day will be carried over to the next pay period) and pay day will be Thursday.



Payment will be via electronic funds transfer to a Bank, Building Society or Credit Union account nominated by the employee. The employee may nominate a second account for a standard deduction. It is recognised that the new rates of pay associated with this Agreement cover the costs of an employee operating an appropriate account for the purpose of receiving wages.

On the day before pay day the Company will supply each employee with a statement showing the amount of wages to which the employee is entitled, the amount of deductions made and net amount of wages due to the employee and any other information required by legislation.

In the event of hardship due to the failure of Electronic Funds Transfer, which is directly attributable to being the Company's fault then alternative monetary relief will be provided.

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BREAKS

3.10.2

CRIB BREAKS

Unless the period of overtime is less than one hour, an employee before starting overtime after working ordinary hours shall be allowed a crib break of twenty minutes, counted as time worked.

An employee working overtime Saturday, Sunday or week day, shall be allowed a crib break of twenty minutes without loss of pay after each four hours of overtime worked if the employee is to continue to work beyond such crib time.

The Company and employees may agree to any variation of the crib time provision to meet the circumstances of the work providing that the employer shall not be required to make any payment in excess of the time allowed and at the appropriate rate in accordance with this clause.

3.10.3

REST PERIODS

As a general rule an employee who works so much overtime that there is not a 10 hour period between the end of his/her overtime and his/her next ordinary work period will be released from work without deduction of pay until he/she has had a 10 hour break, or alternately paid the appropriate overtime rate until he/she has had a 10 hour break.

3.10.4

MEAL BREAKS

- (a) A period of twenty minutes will be allowed on each shift as a paid crib break, the observance of which will vary according to the departmental requirements and taken in such a way as not to interfere with the work being carried out. Where conditions in a

department allow it, such break will be taken as a set time each shift but where the needs of production are such that a definite time cannot be set for the break a period of up to two hours will be set aside and such meal break will be taken within that two hour period.

- (b) In addition, employees will be allowed a ten minute period on each shift as a paid Tea Break, the observance of which will vary according to the team requirements to ensure the continuation of production.
- (c) Employees shall not be required to work for more than five hours without a break. All work done during meal breaks and thereafter until a meal break is allowed, shall be paid for at the overtime rate applicable.

4.0

LEAVE

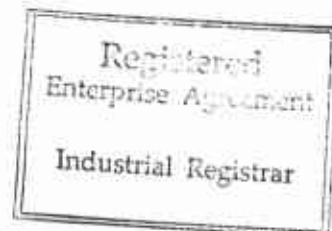
4.1 SICK LEAVE

- (a) An employee, who is absent from work by reason of personal illness or injury (not being illness or injury arising from the employee's misconduct or from an injury arising out of or in the course of employment) shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

- (i) Employees shall make every reasonable effort to contact the company before the commencement of the shift to inform of their inability to attend work, and state the nature of illness or injury, estimated duration of absence and date of return to work.

If they do not notify the company within 15 hours of the normal shift start time, the reasons will be discussed upon their return and where the justification is deemed inadequate the employee may be deemed absent for the day and subject to the site disciplinary procedure.

- (ii) The employee shall furnish to the employer such reasonable evidence as the employer may desire that the employee was unable by reason of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (iii) The employee shall not be entitled during the first year of service to leave in excess of forty hours (1 week) and not more than eighty hours in the second and subsequent years of service.



(iv) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee will be withheld until the employee completes such three months of employment at which time the payment shall be made.

(b) **Single Day Absences**

In the event an employee claims payment for sick leave under this clause, an employee having already had two single day absences in the year since their commencement anniversary date may be asked to furnish evidence to support the claim under Clause 4.1 (a)(ii) above. Employees, who having been asked and who do not produce such evidence, may be regarded as being absent for the day and subject to the disciplinary procedure.

(c) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer so that any part of the sick leave entitlement not taken in any year, may be claimed by the employee, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.

(d) For the purpose of this clause continuous service shall be deemed not to have been broken by:

(i) any absence from work on leave granted by the employer, or

(ii) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee).

(e) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlements in any year under subclause (c) of this clause.

(f) Accumulated sick leave at the credit of an employee at the commencement of this agreement shall not be affected nor reduced by the operation of this clause.

(g) For the purpose of payment of accumulated sick leave on termination (retirement/redundancy), an employee's entitlements during the last year of employment shall be calculated on a pro-rata basis.

(h) Where an employee has unused sick leave entitlement, leave on ordinary pay of up to half the annual entitlement (5 days) in any year may be granted to an employee who finds it essential to remain at home in the event of the illness of his/her spouse, dependent or elderly relative residing permanently with the employee.

