

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/308

TITLE: FJ Walker Foods - TWU Raymond Terrace Enterprise Agreement 1998

I.R.C. NO: 98/5722

DATE APPROVED/COMMENCEMENT: 9 November 1998

TERM: 17 February 2000

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 24



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who perform work within the distribution facility at 9 Jura Street, Heatherbrae

PARTIES: F.J. Walker Foods -&- Transport Workers' Union of Australia, New South Wales Branch



F J WALKER FOODS

- TWU RAYMOND TERRACE

ENTERPRISE AGREEMENT 1998

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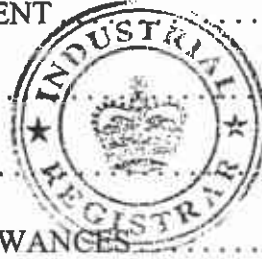
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1. **TITLE**

This agreement is entitled The F J Walker Foods - TWU Raymond Terrace Enterprise Agreement, 1998.



2. **SPIRIT AND INTENT OF AGREEMENT**

This agreement is prepared in the spirit of co-operation between all employees and management to provide a flexible workplace that:

- i. fully meets the needs of our customer
- ii. provides opportunity for employee progression and job satisfaction through various levels
- iii. is based on multiskilling of employees, and
- iv. is based on rosters that provide rotation, flexibility and coverage to suit the needs of the business in meeting the needs of our customer.

It is intended that this agreement would form the basis for all employees work on the site, and as such it provides a flexible framework for operation of the business.

3. **COVERAGE/PARTIES TO THE AGREEMENT**

This agreement shall be binding upon F J Walker Foods (a division of Australia Meat Holdings) and on the Company's employees engaged at its distribution facility at Raymond Terrace, NSW, who are employed in the occupations or callings set out in Clause 9 of the agreement, and shall regulate the rates of pay and conditions of employment of these employees. This agreement shall also be binding on the Transport Workers' Union of Australia (NSW Branch).

Where this agreement is silent the parties will make every endeavour to negotiate a mutually satisfactory outcome, if this is not possible or in the interim until they do, the Transport Industry - Mixed Enterprises Interim (State) Award will apply. If there are any inconsistencies between this agreement and the award the terms and conditions of this agreement will prevail.

4. **DURATION**

This agreement shall commence operation from the beginning of the first pay period on or after registration and shall remain in force until 17th February 2000.

5. **DURESS**

This agreement was not entered into under duress by any party to it.

6. **COMMITMENT**

The parties to this agreement are committed to the ongoing flexible nature of the business in servicing the needs of our customer, in a spirit of goodwill and co-operation.

Employee numbers associated in meeting this commitment will be discussed with employee representatives.



7. **RENEWAL**

The parties agree to renew this agreement (or some other form of award or agreement as appropriate under relevant legislation) to effect the continuation of the basic intent of this agreement. That is to continue flexibility in work practice and multiskilling, and that flexibility of operation and the meeting of the needs of the customer is continued.

In the event that the parties do not register a subsequent agreement or award, the parties agree that this agreement shall remain in force until a new agreement or agreement is made, subject to the rights available to the parties under the relevant legislation.

8. **PAYMENT FOR PRODUCTIVITY**

A productivity scheme will operate on the Raymond Terrace site. The productivity scheme will take the form of a productivity matrix.

The following performance indicators have been selected as the matrix criteria:

- credit notes
- late deliveries
- stock shrinkage.

A productivity payment will be made to each employee subject to eligibility at the end of each six monthly period. The periods for payment will be February to July and August to January inclusive. The productivity payment for these periods will be due 2 weeks from the completion of the monitored periods.

The payment is based on a percentage movement corresponding to a specific dollar amount as an increase or decrease from the base amount. The current base amount is set at \$660.00. Each one percentage point (1%) movement, up or down, from the base performance will be equivalent to a sixteen dollar and fifty cent (\$16.50) movement up or down on the base payment of six hundred and sixty dollars

Staff and union employees will work together to ensure maximum productivity under this scheme.

All full-time employees will be eligible for the payment. Part time, casual and employees on maternity leave or leave without pay will be eligible for a pro rata payment or the percentage of ordinary time worked through the six month period.

Employees who commence or terminate during a six month period will be eligible for a pro rata payment on the percentage of ordinary time worked.

A copy of the productivity matrix is attached.



9. CLASSIFICATIONS

The following level system will determine pay levels, with respect to the degree of training and multiskilling each employee has attained.

OPERATION LEVELS

<i>Level</i>	<i>Minimum Time at Respective Level</i>
Transport Worker Level 1 - 1 (a)	3 Months
Transport Worker Level 1 - 1 (b)	3 Months
Transport Worker Level 1 - 1 (c)	3 Months
Transport Worker Level 2 - Trainee Driver	1 Month
Transport Worker Level 3 - Driver	
Transport Worker Level 4 - Leading Hand	

10. RATES OF PAY

The weekly rate of pay for these classifications shall be as set out in Table 1 - Rates of Pay.

Competency Checks - Competency checks are the responsibility of the Manager/Leading Hands . Competency checks will be carried out twice per calendar year, documented and kept on file.

Mixed Functions - An employee who is required to perform on any day or shift, work for which a higher rate of pay than that of the employee's ordinary classification is prescribed shall be paid as follows:

If the employee is required to perform such work for 2 hours or more, the employee shall be paid for the day or shift the higher (or highest, as the case may be) rate of pay prescribed for the work performed.

If the employee is required to perform such work for less than 2 hours, the employee shall be paid the higher (or highest, as the case may be) rate of pay prescribed for the time actually occupied on such work.

An employee who is required to perform on any day or shift, work as defined in Clause 9, for which a lower rate of pay than that of the employees ordinary classification is prescribed shall suffer no reduction in pay in consequence thereof unless the employee has been permanently transferred to the lower classification by the giving of not less than 1 weeks notice.

Nothing in this agreement prevents the Company directing an employee to carry out such duties as are within the limits of the employees skill, competence and training including, for example, where required by the employer, employees duties shall include minor repairs such as changing tail lights and each employee shall be ready, willing and able to change tyres and perform similar non-specialist vehicle maintenance tasks.



11. HOURS OF OPERATION AND SHIFT WORK HOURS

The Raymond Terrace operation will operate for as many hours and days per week as is necessary to meet the needs of the business and the customer.

Initially this will be six days per week, however, provision in this agreement is made for 5, 6 or 7 days/week operation.

Initially 2 shifts per day will operate, but provision is made in this agreement for 1, 2 or 3 shifts per day, as below:

- a. Ordinary hours of work for weekly employees shall be 38 hours per week.
- b. The span of ordinary hours for day workers shall be from 6.00am to 6.00pm Monday to Friday.
- c. Day workers shall work their ordinary hours in one of the following patterns at the discretion of the company:
 - i. over five days per week, Monday to Friday, for seven hours 36 minutes per day, exclusive of meal breaks; or
 - ii. over nineteen days per four weeks working eight hours per day, Monday to Friday, exclusive of meal breaks.
 - iii. over five days per week, with four days being of eight hours and 1 (only) of six hours, exclusive of meal breaks.

iv. in any other method agreed between the company and the employees concerned.

The Company may alter the work pattern of an employee by giving 7 days notice.
d. Shift workers shall work their ordinary hours in one of the following patterns at the discretion of the Company, in consultation with the employees affected.

- i. over five days per week, Monday to Friday, for seven hours 36 minutes
- ii. over nineteen days per four week period working 8 hours per day
- iii. over five days per week, with four days being of eight hours and 1 (only) of six hours, exclusive of meal breaks.



12. ROSTERS

Shift work rosters will be posted 7 days prior to commencement of roster. The roster shall specify commencing and finishing times of ordinary working hours of each shift. In case of a change to the roster outside the control of the employer, not less than 24 hours notice of the change may be given.

If less than 24 hours notice is available then an early start would be paid at overtime rates.

eg Rostered start 0300. Called in at 0100. Pay to be first 2 hours at overtime rate then revert to normal time for eight hours (or the number of hours worked per Clause 11(c) and 11(d). Any additional hours at overtime rate. Meal allowance to be paid where applicable.

Rostered start 0300. Changed to 0500. Normal eight hour shift deemed to commence at 0300. Overtime to be paid after 1100. Meal allowance to be paid where applicable.

Rosters may include working on Public Holidays. If rostered to work on a Public Holiday the employee will be expected to work as a normal day, but with pay penalties as prescribed in Clause 45, "Public Holidays".

13. SHIFT PENALTIES

Rates and penalties outlined below are mutually exclusive, ie only one penalty is to be applied for any given hour of pay.

- i. For 7 hour 36 minute or 8 hour shifts

<u>Time</u>	<u>Penalty</u>
Day shift	0%
Afternoon Shift	17 1/2%
Night Shift	30%

14. SHIFT TIME DEFINITION

SHIFT TIME	7 HOURS/36 OR 8 HOURS
Day Shift	Hours worked between 6.00am and 6.00pm ie start times between 6.00am and before 10.00am.
Afternoon Shift	Hours worked between 10.00am and midnight ie start times between 10.00am and before 4.00pm.
Night Shift	Hours worked between 4.00pm and 2.00pm next day ie start times from 4.00pm to before 6.00am on the next day.



15. RECORDING OF HOURS WORKED

Employees are required to sign on or key on when beginning work and to sign off or key off when leaving work.

The responsibility for accurate sign or key on/off is the employees. Inaccurate entries will be corrected by the responsible supervisor or manager, after consultation with the employee concerned.

16. CASUALS

A casual employee shall be notified at the end of the day if his services are required for the next working day.

A casual employee for working ordinary time shall be paid per hour 1/38 of the weekly wage rate prescribed by this agreement, plus 15% for the work which he performs plus a payment of 1/12 the amount for annual leave. A minimum payment of 4 hours shall be paid.

17. OVERTIME

Any overtime worked in excess of the rostered ordinary time will be paid at time and one half for the first 2 hours and double time thereafter.

In the case of an early start, unless an employee is advised at least 24 hours before the altered start time, overtime rates will apply till the rostered start time.

There will be equal opportunity with access to overtime for all employees.

Employees shall work reasonable overtime as required. For the purpose of this clause reasonable overtime is defined as being a minimum of 4 hours overtime per week, Monday to Friday and one Saturday overtime shift per month if required to meet the needs of the business

18. MEAL BREAKS

Meal breaks will apply for the respective work patterns as follows:

Day Workers: (for 7 hours/36 and 8 hour shifts)

A half hour unpaid meal break will be provided ie actual shift length will be either 8 hours 6 minutes or 8 hours 30 minutes inclusive of the unpaid break).

Shift Workers

All shift workers shall be entitled to a paid crib time of 20 minutes (30 minutes if log book regulations apply). Crib breaks are to be taken within the first 5 hours from commencing time.

An employee who is required to work overtime on any weekday for a period of two hours or more after his normal finishing time shall be allowed a paid crib break of 20 minutes (30 minutes if log book regulations apply) not later than 5 hours after the end of his last break, provided that if the total time from the last break to the end of work does not exceed 4 hours 40 minutes, then a break is not required, nor required to be taken.

19. MEAL ALLOWANCES

A meal allowance will be payable at the completion of 2 or more hours overtime following the completion of ordinary time (as defined by the rostered length of ordinary time) if notice of the need to work overtime was not provided before the day it was worked.

If notice of the need to work 2 hours or more overtime was provided the day before (or earlier) by way of roster etc, then a meal allowance is not payable.



If notice of the need to work overtime is provided, but the overtime is then cancelled on the day it was planned to be worked, then a meal allowance would be payable. If in this case the overtime is reduced, but not cancelled completely, the meal allowance is not payable.

Meal allowance is specified in Item 1 of Table 2, Other Rates and Allowances, of this agreement.

20. LICENCE VALIDITY

All employees required to hold a heavy vehicle licence to complete their work are to provide authorisation for a validity check of their licence with the RTA (or other appropriate body), annually, and at any time required by the Company. The cost of the licence validity check will be met by the Company.

21. TRANSFERS TO AND FROM SHIFT WORK

Employees may be transferred either permanently or temporarily to or from shift work by 7 days notice given by the employer. In cases outside the control of the employer, the employer may make the change necessary by 24 hours notice by agreement with the employee .



22. CONSULTATIVE MECHANISM (JCC)

The Company and the employees shall establish a joint consultative committee (JCC) and associated procedures appropriate to the size, structure and needs of the site, for consultation and negotiation on matters affecting its efficiency and productivity. The JCC will meet monthly or at a frequency agreed by the JCC. It will consist of two employees and a maximum of two management representatives.

23. ANNUAL MEDICALS

Each employee is to be medically examined on a yearly basis at the Company's expense. Where the result of the medical examination indicates some medical concerns for the employee examined, which bears on the employee's employment, these concerns will be addressed by the employee, site management and where appropriate additional medical specialists.

24. DISPUTES & GRIEVANCE SETTLING PROCEDURE

- i. It is the intention of the parties to this agreement that problems and disputes be resolved without recourse by employees to industrial action. It is agreed that the parties will confer in good faith with a view to resolving any problem or dispute by direct consultation and negotiation while work continues.

ii. The following procedure shall apply to a grievance of an individual employee:

- a. The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requests a meeting with the employer for bilateral discussions and state the remedy sought.
- b. A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- c. Reasonable time limits must be allowed for discussion at each level of authority.
- d. At the conclusion of the discussion, the employer must provide a response to the employees grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e. While a procedure is being followed, normal work must continue.
- f. The employee may be represented by the TWU.



iii. The following procedure shall apply to a dispute between an employer and the employees:

- a. As soon as practicable after the dispute or claim has arisen, the employee concerned shall take the matter up with his or her immediate supervisor affording such supervisor the opportunity to remedy the cause of the dispute or claim.
- b. If the matter has not been resolved, it shall be further discussed between the employee, the elected union delegate and the departmental manager or the departmental manager's representative.
- c. If the matter has not been resolved, the union delegate shall inform the Secretary of the New South Wales branch of the TWU or the Secretary's representative of the nature of the matter in dispute and discussions shall be carried out between the representatives of the Company and the TWU. The Company shall allow the union delegate to use the available facilities to make early contact with the TWU.
- d. While the procedure is being followed, normal work must continue.

iv. Should the discussions referred to in paragraphs (ii) and (iii) of this clause fail to resolve the dispute, the dispute may be referred to the Industrial Relations Commission of NSW.

- a. The dispute shall not, except where special circumstances apply, be referred to the Industrial Relations Commission of NSW until the procedures in paragraphs (ii) and (iii) of this clause have been completed.
- b. Without prejudice to either party, work shall continue in accordance with this agreement while the matters in dispute are being dealt with under this clause.

25. DISCIPLINE

The Company's discipline procedure shall be used and followed in any case where disciplinary action may be required.

26. NO FURTHER CLAIMS

There shall be no extra wage increase or other claims during the term of the agreement except where consistent with a state wage case decision, which adjustment it is further agreed shall be processed by way of variation to this agreement.

27. NOT TO BE USED AS A PRECEDENT

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

28. ANNUAL LEAVE

- i. Annual leave shall be in accordance with the Annual Holidays Act 1944.
- ii. Annual leave loading of 25% is to be paid in addition to the ordinary time payable. Annual leave loading is paid in lieu of shift loadings and weekend ordinary time penalties which would otherwise apply.
- iii. Up to two separate periods of annual leave may be taken per annum, at times agreed between the Company and employee.



29. SICK LEAVE

- i. "Year" shall mean a period of twelve months measured for each employee from the date of commencement of his current period of employment.
- ii. An employee, other than a casual employee, with not less than three months continuous service with the Company, who is absent from his work by reason of personal illness or injury not being illness or injury arising from the employees 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; such sick leave will only be paid after three months continuous service, provided that an employee who has taken sick in that three months will be reimbursed at the end of that period, subject to the following conditions and limitations:
 - a. He shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee by provision of a doctors certificate or other evidence acceptable to the

Company), before his ordinary starting time on the first day of their absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

- b. Where an employee is absent on any two or more consecutive days, he shall furnish to the employer a doctors certificate that he was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.

After an employee has been absent for a total of 3 days in a calendar year, be they consecutive, single days or a combination of both, he shall for every subsequent day being claimed, furnish to the employer a doctors certificate that he was unable, by reason of such illness or injury, to attend for duty on the said day or days.

- c. Employees shall, on completion of 3 months continuous service, be entitled immediately to leave up to five days of ordinary working time for the duration of the first year, or noting the potential for varied shift lengths, the equivalent of 5 days ordinary time at an average of 38 hours per week.

In the second and subsequent years of employment, his sick leave entitlements shall be a maximum of eight days or the equivalent of 8 days averaging 38 hours per week of ordinary working time.

- iii. The rights under this clause shall accumulate from year to year, so long as his employment continues, so that any part of the leave entitlement which has not been allowed in any one year may be claimed by the employee and shall be allowed by the Company, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- iv. If a public holiday occurs during an employees absence on sick leave, then such agreement holiday shall not be counted as sick leave unless the person was rostered to work on that public holiday.
- v. Accumulated sick leave to the credit of an employee at the commencement of this agreement shall not be affected nor reduced by the operation of this clause.
- vi. Where an employee is sick or injured on the week day he is to take off in accordance with the provisions of Clause 11, Hours of Operation and Shift Work Hours, of this agreement, he shall not be entitled to sick pay nor will his sick pay entitlement be reduced as a result of his sickness or injury on that day.

30. AMENITIES

The following facilities shall be made available:

- i. proper dressing rooms with adequate washing facilities, including showers with both hot and cold water;



- ii. proper lockup clothing lockers;
- iii. where employees are required to partake of meals at the employers yard, depot or garage, a meal room with adequate seating and table accommodation for the partaking of meals, also facilities for boiling water and heating food;
- iv. proper lavatory facilities.
- v. Employees shall place all personal belongings in the lockers provided.



31. NOTICE BOARD

A notice board will be provided for the display of material provided by the Company and the Union.

32. UNIFORMS AND PROTECTIVE CLOTHING

- i. Where an employee is required by the employer to wear distinctive dress the same shall be provided, free of cost, by the employer.
- ii. Where requested by the employee, the employer shall provide rubber gloves, gum boots and a waterproof coat or apron, free of cost, for the use at work by an employee required to wash vehicles.
- iii. The clothing provided in accordance with this clause shall be renewed when reasonably necessary. It shall only be worn when the employee is engaged on work for the employer and shall remain the property of the employer and shall be returned to the employer on demand in a condition commensurate with normal wear and tear. An employee may be required by the employer to sign a receipt for such clothing upon it being issued to him.
- iv. Each employee is entitled to an initial allocation of 6 sets of uniforms. Sets comprise of 6 in total trousers and shorts; 6 in total shirts long and short sleeve and 1 jumper or jacket. All clothing will be replaced as necessary on the basis of fair wear and tear.

33. TERMS OF EMPLOYMENT

- i. The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement, provided that such duties are not designed to promote de-skilling.
- ii. The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been trained in the use of such tools and equipment.

- iii. The employment of a weekly or part-time employee may be terminated only by one weeks notice on either side which may be given at any time or by payment by the employer or forfeiture by the employee of a weeks pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.
- iv. An employee with more than two months service on leaving or being discharged shall, upon request, be given a certificate of service in writing. Such certificate of service shall at least contain information as to the length and nature of the employment of the employee.
- v. An employee upon accepting an offer of permanent employment with the Company will do so under the acceptance of a 3 month trial probationary period.



34. **WORK ON OTHER F J WALKER FOODS SITES**

It is agreed that from time to time the employees from other F J Walker Foods sites may be required to make deliveries to Raymond Terrace site and also that employees based at Raymond Terrace may be required to make deliveries to other F J Walker Foods sites.

Nothing in this agreement shall prevent this to occur or inhibit the Company from making such deliveries. Any employees required to make deliveries to another site would continue to be paid rates and allowances applicable to the agreement under which he normally works.

Similarly any F J Walker Foods employee from another site making a delivery to Raymond Terrace operation would be paid rates and allowances applicable to the agreement under which he normally works from that site.

35. **UNAUTHORISED PERSONS RIDING ON VEHICLES**

An employee shall not permit any unauthorised person to accompany him on his vehicle, nor permit any such person to assist him in the delivery of goods, wares, merchandise or material unless such person has been engaged as an employee.

Authorised persons are those authorised by the Manager prior to any proposed journey. No other person would be considered as "authorised".

36. **LIMITATION OF DRIVING HOURS**

See Motor Traffic Act and Regulations.

37. **TOOLS AND APPARATUS**

The employer shall provide and shall maintain all necessary tools, ropes and packing.

38. **DEFINITIONS**

- i. Casual employee shall mean an employee engaged by the hour.
- ii. Double time shall mean the employees ordinary rate of pay plus 100 per cent.
- iii. Driver shall mean any person engaged to drive or control any type of vehicle specified in this agreement irrespective of his other duties. This definition shall not exclude other duties (including delivery of goods) ordinarily performed by a driver.
- iv. Ordinary rate shall mean the employees ordinary time rate of pay which he is entitled to receive for work performed in ordinary working hours.
- v. Time and one half shall mean the employees ordinary rate of pay plus 50 per cent.



39. **BEREAVEMENT LEAVE**

An employee on weekly hiring shall be entitled to a maximum of two days on his/her normal roster, without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employees husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law.

For the purpose of this clause the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster-father or mother and stepfather and mother.

Provided further, an employee on weekly hiring shall be entitled to a maximum of two days, on his/her normal roster, of leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employees husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

Where an employee would otherwise become entitled to bereavement leave, but such day or days occur on a day or days rostered for the employee to take off pursuant to Clause 11, Hours of Operation and Shift Work Hours, of this agreement, he shall not be entitled to bereavement leave nor will his bereavement leave be reduced as a result of him taking leave on that day or days.

40. **FIRST AID**

An employee appointed by the employer to perform first aid duty shall be paid the amount specified in Item 2 of Table 2, Other Rates and Allowances of this agreement, in addition to this ordinary rate during such appointment.



41. **JURY SERVICE**

- i. An employee required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.
- ii. An employee shall notify his employer as soon as possible of the date upon which he is required to attend for jury service. Further, the employee shall give his employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.
- iii. Where the day or days upon which an employee is required to attend for jury service coincide with time rostered for the employee to take off pursuant to Clause 11, Hours of Operation and Shift Work Hours, of this agreement, such rostered time off shall be deemed to have been taken in accordance with the roster.

42. **ABSENCES FROM DUTY**

Where an employee is absent from duty (other than on approved paid leave), he shall for each day absent, lose average pay for each such day calculated by dividing his weekly wage rate by the normal average number of days worked. An employee who is absent for part of a day shall lose average pay for each hour or part thereof he is absent, calculated by dividing his weekly wage rate by 38. An employee so absent from duty will not accrue the entitlement for normal rostered time off provided for in Clause 11, Hours of Operation and Shift work Hours, of this agreement. The employee shall take his time off as rostered but shall be paid, in respect of the week during which the rostered time off is taken, his weekly pay less an amount calculated according to the following formula:

Number of day(s) or part thereof absent during cycle x 0.4 hours x Weekly Wage Rate

43. **LIVING AWAY ALLOWANCES**


Employees engaged on work or in travelling in connection with work which precludes them from reaching their home at night shall be paid all reasonable and actual expenses incurred in obtaining accommodation for the night, including an evening meal, bed and breakfast,

provided that the employee shall submit to his employer supporting accounts showing the detail of the expenses incurred.

44. PAYMENT OF WAGES AND ALLOWANCES

Wages and allowances for all employees shall be paid weekly on a day (Monday to Friday) to be determined by the company. Wages and allowances shall be paid by direct deposit into an account nominated by each employee in any financial institution.

45. PUBLIC HOLIDAYS

- 
- i. For the purposes of this agreement, the following days shall be holidays generally: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and such other day as is proclaimed a public holiday to be observed generally by persons in the State.
 - ii. Due to the importance of meeting delivery requirements on public holidays it is agreed that the following payment will apply for all public holidays and that the employees will guarantee coverage to meet the needs of the business.

All employees will be paid 8 hours public holiday pay, 24 minutes of this will go to RDO bank. Employees required to work will be also paid double time for all hours worked.

In addition normal shift penalties will be paid.

- iii. If an employee is absent from work when rostered to work on a Public Holiday or is absent from work on the working day preceding or the working day after a public holiday without the Company's consent or without a doctor's certificate in the case of an employee claiming sick leave, the Company shall be entitled to deduct from the employee's wages payment for that public holiday, as well as payment with respect to any other absence.
- iv. For any public holiday rostered to work but not actually worked the pay would be: Normal time for roster hours plus the day/afternoon/night shift penalty that would have applied for normal work on a non-public holiday.

(eg a person working nightshift (8 hours/day) in Christmas week, and not required to work Christmas day would be paid 8 hours + 30%).

46. PICNIC DAY

- i. The Saturday 2 weeks after Easter Saturday shall be recognised as the Picnic Day.

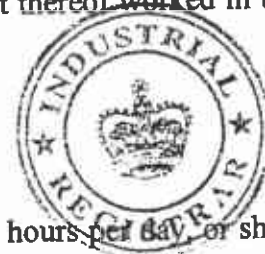
- ii. In addition to all other payments due to them, employees shall be paid an additional day's pay in the period in which the Picnic Day falls.

47. **FREEZER ALLOWANCE**

Where an employee is required to work in the freezer the employee shall be paid at the rate set out in Table 2, Other Rates and Allowances, for every hour or part thereof worked in the freezer conditions (-15 to -25°C).

48. **FORKLIFT ALLOWANCE**

Any employee called upon to operate a forklift truck for two or more hours ~~per day~~ or shift, and who holds for that purpose a Certificate of Competency, shall be paid an additional amount per day, or shift, as specified in Table 2, Other Rates and Allowances.



49. **SMOKING POLICY**

The site is to be a non smoking site as soon as possible and no later than 6 months after this agreement takes effect. The JCC will discuss measures to implement this policy.

50. **INCOME PROTECTION INSURANCE**

An amount of up to one (1) percent (to be paid as the premium) will be paid by F J Walker Foods to an insurance scheme that provides income protection to taxable income. Taxable income, for the purpose on this Clause will not include any productivity payment/s. The union has nominated an insurer and this amount will be paid to them to provide the level of cover agreed. The Company will not be liable for the operation of the scheme beyond payment of premiums to the insurer nor will any increase in premiums beyond one (1) percent be met by the Company.

The Company funded income protection shall commence from February 1999.

TABLE 1 - RATES OF PAY

<i>Level</i>	<i>Description</i>	<i>Current</i>	<i>5%</i> <i>15 Feb</i> <i>1998</i>	<i>3%</i> <i>15 Feb</i> <i>1999</i>	<i>2%</i> <i>15 August</i> <i>1999</i>
Level 1-1(a)	Transport Worker	439.50	461.48	475.32	484.83
Level 1-1(b)	Transport Worker	470.90	494.44	509.27	519.46
Level 1-1(c)	Transport Worker	499.87	524.86	540.61	551.42
Level 2	Trainee Driver	529.04	555.49	572.15	583.60
Level 3	Driver	590.68	620.21	638.82	651.59
Level 4	Leading Hand	638.30	670.21	690.32	704.12

TABLE 2 - OTHER RATES AND ALLOWANCES

TABLE 2 - OTHER RATES AND ALLOWANCES			
1		Meal Allowance	\$7.50 per meal
2		First Aid Allowance	\$14.67 per week
3		Freezer Allowance	\$1.10 per hour
4		Forklift Allowance	\$3.92 per day

These Tables represent the only rates and allowances payable to employees bound by this agreement.



F J Walker Foods, Raymond Terrace - Productivity Matrix - Sample

Criteria	Output/Input	Wt	Score	Base	Goal										Weighted Perform.
					10%	20%	30%	40%	50%	60%	70%	80%	90%	100%	
Credit Notes	No. controllable ctn errors x 1000000 Cartons Ordered	33.0%	PPM	1000	900	800	700	600	500	400	300	200	100	0	
Late Deliveries	Number late deliveries x 1000000 Total number deliveries	33.0%	PPM	20000	18000	16000	14000	12000	10000	8000	6000	4000	2000	0	
Stock Shrinkage	Total Stock Shrinkage Actual Cost of Goods Sold	33.0%	PPM	800	720	640	560	480	400	320	240	160	80	0	

Overall Weighted Performance



51. SIGNATURES OF AGREEMENT

Signed on behalf of the Company



Operations Manager -
Distribution
F J Walker Foods, A Division
of Australia Meat Holdings
Pty Ltd

August 20th 1998
Date

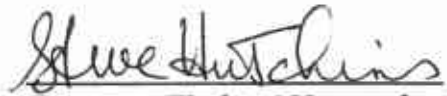
Witnessed on behalf of the Company

W. Weston

20th August 1998
Date

Signed on behalf of the Union




Transport Workers' Union of
Australia (Newcastle Branch)

27th August 1998
Date

Witnessed on behalf of the Union

Gae D.

27th August 1998
Date