

ENTERPRISE AGREEMENT

NO: E.A. 260 /1993

DATE REGISTERED: 30-8-93

PRICE: \$ 14-00

AUSTRALIAN CO-OPERATIVE FOODS LIMITED

MUSWELLBROOK FACTORY SITE (AMIEU-Northern, FCU & MEWU)
ENTERPRISE AGREEMENT

This Agreement is made between Australian Co-operative Foods Limited (A.C.F.) and The Australasian Meat Industry Employees' Union Newcastle and Northern Branch, Federated Clerks Union of Australia (New South Wales Branch) and Metals and Engineering Workers' Union and shall apply to employees engaged at the Muswellbrook Factory Site (excluding Muswellbrook Country Store) in the classifications set out in Appendix A to the Agreement. The Agreement is the first phase of a process of workplace change on this site.

1. Rates of Pay and Relationship to Awards

- (i) A.C.F. will increase the current ordinary time award rates on this site by \$15.00 per week for Adults and \$10.00 per week for all Juniors and Apprentices. These ordinary time rates of pay are detailed in Appendix A by award and classification.
- (ii) The awards listed at Appendix A will regulate the rates of pay and conditions of employment of employees covered by this Agreement except to the extent that such rates and/or conditions of employment have been varied by this Agreement in which case the provisions of this Agreement shall apply. There shall be no further pay increases during the currency of this Agreement except where consistent with the provisions of a NSW State Wage Case decision. It is further agreed that any such increase shall be processed by way of a variation to this Agreement pursuant to Section 125(i) of the Act.

2. Productivity

All employees on the site agree to support all formal and informal productivity improvement programs which improve productivity and reduce costs.

3. Quality Through Commitment (Q.T.C.)

All employees on the site actively support the Q.T.C. program and agree to voluntarily participate in Q.T.C. teams.

4. Training and Multi-Skilling

- (i) All employees on the site agree to participate in an expanded training and multi-skills development program and to use the skills so acquired. All parties are committed to upgrading and extending every employee's skill and knowledge within each employee's capacity.
- (ii) The parties agree to work towards a new site classification structure which rewards the utilisation of new skills.

5. Payment by E.F.T.

Every employee on the site not currently being paid by electronic funds transfer agrees to be paid in this manner no later than six months from the date of registration of this Agreement. During this six month period the E.F.T. system and the A.C.F. payroll deduction system will be explained to the employees involved by A.C.F. management.

6. Continuing Development of Enterprise Arrangements

- (i) All employees on the site, and their representatives, agree to engage in further discussions to develop a new, more comprehensive site enterprise agreement. A new agreement will be based on workplace change on the site and will provide gains in productivity and profitability for A.C.F. and a further pay increase for employees. Discussions pursuant to this clause will commence as soon as possible following registration of this Agreement.
- (ii) All employees on the site agree that no bans or industrial action of any kind will occur as a result of the discussions which take place to develop more comprehensive site enterprise arrangements during the nominal term of this Agreement. After its nominal term has expired, the Grievance and Dispute Procedure at Clause 9 will apply.

7. Nominal Term

The nominal term of this Agreement is 12 months commencing from the date of its registration by the Industrial Registrar. The Agreement may be varied or terminated in accordance with the NSW Industrial Relations Act.

8. Declaration

The parties to this Agreement declare that the Agreement was not entered into under duress.

9. Grievance and Dispute Procedure

To promote good industrial relations between employees on this site and A.C.F., the following procedure will be observed:

- (i) Procedure relating to a grievance of an individual employee
 - (a) An individual employee with a grievance shall first raise the matter with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.
 - (b) In the event that the matter remains unresolved, a meeting shall be arranged as soon as possible between the employee, the Manager of the work area and the Supervisor. The employee may request to be accompanied by the Union Delegate or a fellow site employee who is acceptable to the Manager of the work area.
 - (c) In the event that the matter remains unresolved, a meeting shall be arranged as soon as possible between the employee, the Senior Manager on the site, the Manager of the work area and the Supervisor. The employee may request to be accompanied by the Union Delegate and/or Union Organiser or a fellow site employee who is acceptable to the Senior Manager.
 - (d) If the matter is still unresolved, the Union Secretary or his representative will confer with Senior Management of A.C.F.

- (e) In the event of no agreement still being reached, the employee may request the Union to refer the matter to the Industrial Relations Commission of N.S.W. for resolution. A.C.F. may also refer the matter to the Industrial Relations Commission of N.S.W. for resolution.
- (f) Normal work must continue under this Agreement and the relevant Award and no bans or industrial action of any kind shall take place whilst this procedure is being followed.

(ii) Procedure relating to a dispute between A.C.F. and employees

- (a) Employees with an industrial question, dispute or difficulty shall first raise the matter with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.
- (b) In the event that the matter remains unresolved, a meeting shall be arranged as soon as possible between the Union Delegate, the Manager of the work area and the Supervisor.
- (c) In the event that the matter remains unresolved, a meeting shall be arranged as soon as possible between the Union Delegate, Union Organiser, the Senior Manager on the site, the Manager of the work area and the Supervisor.
- (d) If the matter is still unresolved, the Union Secretary or his representative will confer with Senior Management of A.C.F.
- (e) In the event of no agreement still being reached, the matter will be referred to the Industrial Relations Commission of N.S.W. for resolution.
- (f) Normal work must continue under this Agreement and the relevant Award and no bans or industrial action of any kind shall take place whilst this procedure is being followed.

BUTTER, CHEESE AND BACON FACTORIES AND MILK AND CREAM
CONDENSERIES (NEWCASTLE AND NORTHERN) AWARD

Ordinary Time Rates

Adults

Production Assistant I	375.50
Production Assistant II	384.50
Plant Operator 1	387.90
Plant Operator 2	396.20
Plant Operator 3	408.40
Foreman	419.30
Employee Grading and Taking Delivery of Milk at Farms	426.70

Juniors

Under 16 years of age	193.90
Under 17 years of age	219.10
Under 18 years of age	251.50
Under 19 years of age	284.00
Under 20 years of age	316.40
Under 21 years of age	334.50

CLERKS (STATE) AWARD

Ordinary Time Rates

ADULTS:

Grade 5	370.40
Grade 4	391.50
Grade 3	401.50
Grade 2	410.30
Grade 1	428.00

JUNIORS:

(a) Stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator:-

At 17 years of age	196.00
At 18 years of age	239.00
At 19 years of age	271.90
At 20 years of age	319.10

(b) All other junior employees:-

Under 17 years of age	156.00
At 17 years of age	192.80
At 18 years of age	234.00
At 19 years of age	263.90
At 20 years of age	308.90

METAL AND ENGINEERING INDUSTRY (NEW SOUTH WALES) AWARD

AND

MILK TREATMENT &c. AND DISTRIBUTION (STATE) AWARD

Clause 6 Rates of Pay PART B

Ordinary Time Rates

Mechanical Tradesperson - Special Class	526.70
Fitter and/or Turner	481.10
Motor mechanic	481.10
Refrigeration mechanic or serviceman	481.10
Sheet metal worker, 1st class	481.10
Welder - special class	499.30
Welder - 1st class	481.10

APPRENTICES

Ordinary Time Rates

Apprentice Fitter	Year 1	163.40
	Year 2	210.90
	Year 3	283.90
	Year 4	331.40

Signed on behalf of the Co-operative

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Australian Co-operative Foods Ltd

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Date 21/7/93

Signed on behalf of the Industrial Organisations of Employees

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The Australasian Meat Industry Employees' Union
Newcastle and Northern Branch

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Date 9th June 1993

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Federated Clerks Union of Australia
(New South Wales Branch)

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Date 8th July 93

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Metals and Engineering Workers' Union

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Date 22-6-93