

ENTERPRISE AGREEMENT

NO: E.A. 30 /1993

DATE REGISTERED: 3 - 3 - 93

PRICE: \$ 32-00

CARLTON AND UNITED BREWERIES (NSW) PTY. LIMITED

ENTERPRISE AGREEMENT

An enterprise agreement made in pursuance of and in accordance with Sections 115-132 of the New South Wales Industrial Relations Act 1991.

1. TITLE

This agreement shall be known as the Carlton and United Breweries (NSW) Pty. Limited Foremen's Enterprise Agreement 1992.

2. ARRANGEMENT

This agreement is arranged as follows:-

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3. PARTIES INVOLVED

This agreement involves:

- a) Carlton and United Breweries (NSW) Pty. Limited
- b) The organisations of employees listed below:
 - The Labor Council of New South Wales
 - The Federated Ironworkers' Association of Australia
- c) All employees of Carlton and United Breweries (NSW) Pty. Limited who are engaged in any occupational classification specified in the Foremen and Supervisors Brewing Industry (State) Award and who are members of the employee organisations specified in sub-clause (b).

4. INCIDENCE

This agreement will apply to Carlton and United Breweries (NSW) Pty. Limited establishments at Kent Brewery in respect of all employees engaged in any of the occupational classifications specified in the Foremen and Supervisors Brewing Industry (State) Award.

The purpose of this agreement is to partially regulate the terms and conditions of employment previously regulated by the above award.

5. RELATIONSHIP OF AGREEMENT TO PARENT AWARD

This agreement shall be read and interpreted in conjunction with the Foremen and Supervisors Brewing Industry (State) Award as appropriate provided that to the extent of any inconsistency between those awards and this agreement the latter shall prevail.

6. DURATION

This agreement shall come into operation on the date of registration and shall remain in force for a period of 12 months subsequent to that date. A review of the operation of the agreement shall be made after six months.

7. SINGLE BARGAINING UNIT

For the purposes of negotiating this agreement, a single bargaining unit has been established. The Single Bargaining Unit is representative of those employees who are members of the union specified in Clause 3 Parties Involved and whose conditions of employment are regulated by the awards specified in Clause 4 Incidence.

The Single Bargaining Unit operates under the auspices of the Labor Council of New South Wales.

8. WORKPLACE REFORM/LEADING BY LEARNING

The basis of workplace reform at Carlton and United Breweries (NSW) Pty. Limited shall be through the implementation of initiatives entitled "Leading by Learning" and recorded in the Development Agreement document (Annexure 1).

9. GRIEVANCE/DISPUTES PROCEDURES

The following procedures will be adopted for the resolution of any question, grievance, dispute or difficulty on site with the view to ensuring that the issues are resolved at the closest point to the workplace.

- a) Where an employee or group of employees have a grievance or dispute, they shall discuss the matter with their supervisor. If they so wish they may be accompanied by their union delegate. The parties will endeavour to resolve the matter within their authority limits.
- b) If the matter is not settled, the employee, accompanied by their union delegate, shall discuss the matter with the departmental head of that department.
- c) If the matter is not settled then the matter will be referred to more senior management, the executive members of the Shop Committee and the Industrial Relations Manager.
- d) If the matter is not settled then the matter will be referred to the relevant union official to take the matter up with the people mentioned in c).
- e) If the matter is not settled then the matter will be referred to the Labour Council of New South Wales.
- f) If the matter is not settled then the matter may be referred by either party to the Industrial Relations Commission of New South Wales.
- g) The process contained in points a) to f) should be completed within seven working days to prevent escalation of any dispute.
- h) Where an issue relates:
 - (i) to a question, dispute or difficulty concerning the interpretation, application or operation of the Award or this agreement; or
 - (ii) to alleged discrimination in employment within the meaning of the Anti-Discrimination Act 1977,then the process contained in points a) to f) shall be adopted as a means of resolving the issue.
- i) During any dispute or grievance the status quo existing immediately prior to the matter giving rise to the dispute being raised will remain in place. Work will proceed without stoppage or imposition of any ban, limitation or restriction and no industrial action will be taken without formal notification by either party of withdrawal from these proceedings.

10. WAGES AND ALLOWANCES

- (i) The rate of pay shall be the rate assigned to the relevant classification as set out in Annexure 2 Paragraph 1 - Classification Rates.
- (ii) Where applicable, employees shall be entitled to additional payments as set out in Annexure 2 Paragraph 2 - All Purpose Allowances. Such allowances shall be added to the classification rate of pay for the purposes of calculating overtime and leave payments.
- (iii) Where applicable, employees shall be entitled to additional payments as set out in Annexure 2 Paragraph 3 - Other Allowances.

11. INFORMATION SHARING

The parties will ensure that information and recommendations regarding the Leading by Learning Process and other Employee Relations initiatives are communicated to all groups of the workforce

12. COMMITMENTS

We undertake that during the period of operation of the agreement that:

- a) there will be no extra claims in relation to wages and conditions except in accordance with the State Wage Case or otherwise agreement between the parties.
- b) the terms and conditions of this agreement will not be used to base or progress a claim against any other organisation or employer.
- c) this agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings, or departures from the New South Wales Industrial Commission standards of hours of work, annual leave or long service leave.

13. DECLARATION

We declare that this Agreement:

- a) is not contrary to the public interests
- b) is not unfair, harsh or unconscionable
- c) was not entered into under duress by any party to it, and
- d) it is in the interests of the parties.

14. LEAVE RESERVED

Leave is reserved to the parties to raise with each other for determination the issues of wage rates, classification structures and career paths.

CARLTON AND UNITED BREWERIES (NSW) PTY LIMITED

ENTERPRISE AGREEMENT

IN WITNESS OF THEIR AGREEMENT the parties attach their signatures

SIGNED for and on behalf of)
CARLTON & UNITED BREWERIES (NSW))
PTY LTD in the presence of:)

Alvan Freeman
.....

Ray Miles
.....

SIGNED on behalf of)
LABOR COUNCIL OF NSW in the)
presence of:)

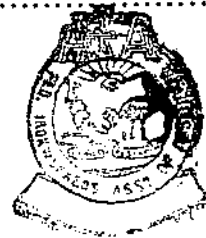
[Signature]
.....

Ray Miles
.....

SIGNED for and on behalf of)
FEDERATED IRONWORKERS' ASSOCIATION)
OF AUSTRALIA.)
in the presence of:)

R.K. Kullback
.....

R.B. Berg
.....



ANNEXURE 1 TO ENTERPRISE AGREEMENT

DEVELOPMENT AGREEMENT

1. INTRODUCTION

The parties acknowledge the requirement for the creation of mutual trust, co-operation and common understanding.

It is the parties' desire to establish Carlton and United Breweries (NSW) Pty. Limited as a Learning Enterprise. That is, an enterprise where individuals, teams and the enterprise itself are continually learning and sharing in the development, transfer and use of knowledge and skills for the creation of a dynamic comparative advantage through continual improvement.

The practical application of these shared values will enable the total enterprise to:-

- meet existing and new customer demands
- effectively use existing and new technologies
- develop new work organisations
- change the balance of skills and knowledge

Critical to the achievement of Workplace Reform is the understanding and acceptance of meeting international standards of adaptability, reliability, improvement, service, productivity, innovation, customisation and leadership.

The purpose of this document is to establish a framework which will provide two-way communication, influence decision-making and allow the enterprise to utilise employee knowledge and experience constructively. The Company undertakes to supply adequate information and facilities to support the working of the Work Organisation Team.

The parties acknowledge an obligation to consult fully on all issues regarding the workplace reform process affecting the workforce, for example,

- the introduction of new technology
- a frank and open exchange of Company performance information

provided that the information is within the knowledge or jurisdiction of Carlton and United Breweries (NSW) Pty. Limited management personnel and is not commercially sensitive.

2. SECURITY OF EMPLOYMENT

It is the shared objective of the parties that there shall be no involuntary redundancy of any employee covered by this agreement for a period of three years. Any workforce adjustments would be accommodated in the first instance by natural attrition, retirement or voluntary redundancy.

If there are to be any changes to employment levels then the parties will endeavour to resolve the issue by full consultation.

Both parties reserve the right to renegotiate the terms of this clause in the light of unforeseen economic or market circumstances.

It is agreed that the foregoing in no way alters the implementation of the Leading by Learning program.

3. OBJECTIVES

The parties will jointly work towards establishing Kent Brewery as a World Class Benchmark brewing enterprise. That is a low cost, competitive, profitable producer of high quality beers that are delivered on time to domestic and international customers.

In support of this objective the parties will:

- Develop dynamic establishment/manning levels that become and remain consistent with the objective of being a lead enterprise recognising the developing skills of the workforce.
- Develop a learning based work organisation.
- Introduce a skill formation program.
- Set and work toward the achievement of competitive benchmarks, with reference to international best practice. The relevant Topics Team will develop progressive interim targets related to Key Performance Indicators at the appropriate time.
- Develop new forms of work organisation.
- Ensure that previously agreed productivity improvement measures are implemented.
- Advance the philosophy and practice of the Value Adding Management practice across the enterprise.
- Develop dynamic career paths, which are consistent with the needs of industry generally, and the brewing industry specifically.
- Develop contemporary remuneration policies which recognise relevant skills and provide an incentive to continuous learning.
- Develop a workable disputes settlement procedure.

- Develop an Enterprise Agreement specific to Kent Brewery independent of the Brewers' Association of New South Wales or Tooheys Limited.
- Conduct negotiations, as and with a single bargaining unit, consistent with a recognition of the importance and need for a strong effective Shop Committee.

In pursuit of these objectives the parties accept that they will not be accompanied by negative cost offsets or trade offs.

4. WORK ORGANISATION TEAM

a) Role

The role of the Work Organisation Team shall be to oversee the implementation of work and management practices that may alter as the result of seeking to make Kent Brewery an efficient and productive brewery by world class standards.

b) Representation

The Work Organisation Team shall be comprised of the following:

Management Up to six nominees.

Unions Consisting of the Chairman of the Shop Committee and five other members elected, by and from, the Shop Committee of which a quorum will be four members.

Visitors Any Union Official, Labor Council Official or Management representative who wishes to attend.

c) Meetings

The scheduling and conduct of Work Organisation Team and Topic Teams Task Forces will be arranged so as to not disadvantage either team members or the Company operations where practicable.

Recognition will be given to the difficulties experienced by shift work team members. Appropriate alternative arrangements will be made to accommodate these difficulties including but not limited to

- . the timing of meetings
- . alterations to shift
- . swapping shifts
- . payment at ordinary time for attendance at meetings outside of ordinary hours

provided that consideration is also given to the need or otherwise of covering a committee member's absence from the workplace when attending meetings or taking time off in lieu.

For the administration of the Work Organisation Team see Appendix 1.

- d) Provision is made for a Topics Team Task Force in consultation with the Work Organisation Team to establish sub-teams to investigate particular issues, e.g., those relating to a specific group of employees.

5. TOPIC TEAMS TASK FORCES

It is recognised by the parties that the exercise to be undertaken will require a great deal of information to be collated and disseminated. Therefore, the parties agree that, from time to time, it may be necessary to constitute Task Forces. These Task Forces will be given tasks, e.g., technology, organisation, people, etc.

The role of the Task Forces will be to gather information and make recommendations on their specific allocated duty. The information gathered, and any recommendations the task force may make, will then be forwarded to the Work Organisation Team, the Shop Committee and the Concept Team.

The composition of these task forces will be determined by the Work Organisation Team.

Team members shall receive appropriate training to enable them to perform to the best of their ability.

6. RESOURCES

The Work Organisation Team may determine, where necessary, approved external resources to be used to assist in, for example, skills assessment accreditation or any specific issue to be dealt with by a Task Force.

7. TRAINING

The Work Organisation Team will develop a comprehensive training policy and establish a training committee to oversee training related issues.

8. INFORMATION/SHOP COMMITTEE

The parties recognise an integral part of the process is to ensure that all groups of the workforce are kept up to date with the information and recommendations that are being discussed at the Work Organisation Team level.

From time to time the Work Organisation Team may arrange to address groups of employees or the whole group of employees to inform them of the status of workplace reform proceedings. Additionally, the Shop Committee may need to arrange meetings of employees to determine specific issues related to Workplace Reform. These meetings will be arranged with minimal disruption to operations.

9. **INCIDENCE**

This agreement applies to all classifications of personnel whose conditions of employment with Carlton and United Breweries (NSW) Pty. Limited are regulated by the following awards:-

Breweries (State) Award

Breweries, Maintenance Employees (State) Award

Clerks (Breweries) Award

Foremen and Supervisors Brewing Industry (State) Award

Draughtsmen, Planners, Technical Officers, etc. (State) Award

CARLTON AND UNITED BREWERIES (NSW) PTY LIMITED
DEVELOPMENT AGREEMENT

IN WITNESS OF THEIR AGREEMENT the parties attach their signatures

SIGNED for and on behalf of)
CARLTON & UNITED BREWERIES (NSW))
PTY LTD in the presence of:)

Alan Freeman.....

Ray Miles.....

SIGNED on behalf of)
LABOR COUNCIL OF NSW in the)
presence of:)

[Signature].....

Ray Miles.....

SIGNED for and on behalf of)
FEDERATED IRONWORKERS' ASSOCIATION)
OF AUSTRALIA.)
in the presence of:)

R. K. Bellows.....

P. B. Borg.....



APPENDIX 1 TO DEVELOPMENT AGREEMENT

WORK ORGANISATION TEAM

ADMINISTRATION

The positions and procedures of the Work Organisation Team shall be as follows:-

OFFICE BEARERS

(a) Chairperson

- (i) The Chairperson shall rotate between employee and employer representatives from the Work Organisation Team, nominated at three monthly intervals or such other period of time as may be determined.
- (ii) The duties of the Chairperson are to ensure:
 - nomination of meeting dates
 - calling of special meetings as required
 - maintenance of proper meeting procedures
 - validation of minutes of previous meetings.

(b) Minute Secretary

- (i) A Minute Secretary shall be appointed for the Work Organisation Team.
- (ii) The duties of the Secretary are:
 - To keep minutes of each meeting and provide a draft to all members within one week.
 - To submit draft minutes for approval to the following meeting. Approved minutes are to be posted on notice boards within two working days.
 - To receive agenda items up to five days prior to the next meeting and prepare and circulate agendas prior to each meeting.
 - To ensure venues are booked and in suitable order for meetings to proceed.

PROCEDURES

(a) Meetings

Meetings shall be held as required by the Team.

(b) Minutes

Minutes shall be kept of all the Team meetings and verified at subsequent meetings. The verified minutes shall be displayed on notice boards within two working days of verification. The minutes shall record:

- names of attendees
- agenda
- summary of discussion
- recommendations to Concept Team and the Shop Committee.

(c) Where issues arise which affect a particular union or unions, in the first instance those unions shall be brought together to consider the issue and/or be co-opted on the Work Organisation Team.

ANNEXURE 2 TO ENTERPRISE AGREEMENT

WAGES AND ALLOWANCES

1. Classification Rate

The rates of pay for foremen shall be the rate hereinafter assigned to that classification.

Security Foreman	625.70
Production Foreman	625.70
K.B. Brewhouse Foreman	651.40
Senior Production Foreman	651.40
Trades Foreman	738.30
Senior Trades Foreman	764.80
Trades Foreman Special Class	776.10
Senior Trades Foreman Special Class	802.60
Supervising Foreman	822.40
Supervising Foreman Special Class	860.30

2. All Purpose Allowances

(a) Shift Allowance

- (i) Foremen working alternating or rotating shifts (except the 12 hour/12 day cover roster) shall, in lieu of any other shift allowance, be paid 10 per centum of the classification wage rate per week.
- (ii) Foremen working the 12 hour shift/12 day cover per fortnight roster shall, in lieu of any other shift allowance, be paid 13 per centum of the classification wage rate per week.

(b) Qualification Allowances

- (i) Employees qualified and authorised to act as first aid attendants - \$9.40 per week.
- (ii) A Maintenance Foreman working in the Brewing and Services Department who has been trained in Pneumatics and Mechanical Seals as well as Motor and Pump Alignment technology and practice and who has received a qualification from a recognised training agency - \$14.10 per week.

Employees classified as Foreman Special Class are not eligible for this allowance.

- (iii) A Maintenance Foreman working in the Packaging Department who has been trained in Hydraulics and Pneumatics as well as Seaming technology and practice and who has received a qualification from a recognised training agency - \$14.10 per week.

Employees classified as Foreman Special Class shall not be eligible for this allowance.

- (iv) Electrical Foremen and Acting Electrical Foremen who have additional qualifications and are required by the Company to use these qualifications are to receive an allowance which is the differential between the rate of pay of an Electrician Grade 1 and the classification which would be appropriate to these qualifications in accordance with the Enterprise Agreement for Maintenance Employees.
- (v) An Electrical or Instrument Foreman who is the holder of a New South Wales Electrician's Licence shall be paid:
 - 'A' Grade \$21.90 per week
 - 'B' Grade \$11.80 per week
- (vi) Foremen in the Packaging, Quality Control, Brewhouse, Fermentation and Filtration sections who have been trained in the use of the Facom Data Recording System and who are required to train production employees in its use - \$7.20 per week.
- (vii) Foremen in the Filtration section who have been trained in the operation of the DAB plant and who are required to train production employees in its use - \$10.10 per week.
- (viii) Main Stores Foremen who have been trained in the operation of the Electronic Cataloguing System and who are required to train stores personnel in its use - \$10.10 per week.

3. Other Allowances

- (i) A foreman required to work overtime for 2 hours or more prior to a normal starting time or 2 hours or more at the end of a day or shift shall be paid a meal allowance of \$5.20 per meal.
- (ii) A foreman who wears a uniform provided by the employer at all times whilst on duty and keeps it in an acceptable state of repair and cleanliness shall be paid an additional amount of \$6.00 per week when attending for duty.