

ENTERPRISE AGREEMENT

NO: E.A. 153 /1994

DATE REGISTERED: 6-5-04.

PRICE: \$ 20-00

AMENDED VERSION
March 1994

F J WALKER FOODS (BLACKTOWN)

ENGINEERING TRADES ENTERPRISE AGREEMENT

1993

1. TITLE

This agreement shall be known as the F J Walker Foods (Blacktown) Engineering Trades Enterprise Agreement 1993.

2. ARRANGEMENT

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3. INCIDENCE PARTIES BOUND

This Agreement shall be binding upon F J Walker Foods and on the Company's employees engaged at its manufacturing facility at Blacktown, NSW, who are employed in the occupations or callings set out in Clause 7 of this Agreement, and shall, subject to Clause 5, regulate the rates of pay and conditions of employment of those employees. This Agreement shall also be binding on the Metals and Engineering Workers Union and the Electrical Trades Union.

4. DATE OF OPERATION

This agreement shall take effect from the first pay period on or after the date this Agreement is registered under the Industrial Relations Act 1991, and shall remain in force for a period of 12 months.

5. RELATIONSHIP TO PARENT AWARD

The Metal and Engineering Industry (New South Wales) Interim Award and the Electricians & C. (State) Award will continue to 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.

6. AIM OF AGREEMENT

6.1) F J Walker Foods aims to be a World Class Company and to be the acknowledged leader in the manufacture of high quality processed meat products, and provider of distribution services.

To ensure that your customers are provided with an exceptional quality service, the Company is committed to a philosophy of Managed Process Improvement. To support the policy of continuous improvement the company is pursuing the following policies:

- a commitment to the principles of Total Quality Management through our program of Managed Process Improvement.
- encouraging the personal growth of all team members through active training and development.
- providing our customers with all products and services in an efficient and effective manner.
- conducting ourselves and our operations with integrity and in an ethical manner at all times.
- operating our business to provide appropriate returns to our shareholders.

To achieve this mission, the parties to this award recognise that they must work together as a team.

6.2) The aim of the agreement is to ensure the company's long term viability based on producing products of the highest quality at the lowest possible cost, increasing customer service and at the same time providing employees with more rewarding and fulfilling jobs.

6.3) The objectives of this agreement are:

- a) To increase the efficiency and flexibility of the workforce engaged in maintenance activities for the mutual benefit of the parties to this agreement.
- b) Develop and increase the benefits of harmonious industrial relations.

6.4) The parties agree to:

- a) Seeking improvements in safety quality, efficiency, housekeeping and work environment.
- b) Taking all steps necessary to avoid any action which may disrupt the process by resolving employee concerns effectively and speedily through full and open communication and agreed consultative, negotiation and grievance procedures.
- c) A job enrichment process for all employees, training to enable them to broaden their skills and enhance their potential to meet the skill needs for the current and future needs of the Company.
- d) Developing a spirit of co-operation, mutual trust and understanding to avoid the possibility of disputation.
- e) Maintaining standards of conduct and attendance to ensure a safe, responsible and efficient operation.

7. CLASSIFICATIONS. RATES OF PAY

7.1)	CLASSIFICATION	CURRENT RATE	NEW INCREASE (2.5%)	MULTI-SKILL COMPONENT	TOTAL RATE
	Fitter, Trades Person Special Class	528.70	13.22	25.00	566.92
	Plant Electrician	532.70	13.32	25.00	571.02
	Fitter, Build Maint.	495.10	12.38	-	507.48
	Welder, Special Class	466.30	11.66	-	477.96
	Welder, 2nd Class	416.70	10.42	-	427.12
	Trades Assistant/ Greaser	442.90	11.07	-	453.97

All rates are per week.

NOTE: The following special allowances also can be applied to the current rate:

Electrical Licence	21.90	0.55	-	22.45
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ALLOWANCES

The following amounts will also be payable for licences and certificates listed below. Such amounts will not be calculated in the current rate but added after the calculation of the 2.5% increase.

	RATE PER WEEK
Leading Hand	29.60
Restricted Electrical Licence (For fitting trades)	15.00
Refrigeration Licence	25.00
Pneumatics & Hydraulics certificate (for electrical trades).	20.00
Self Testing Licence (for electrical trades).	5.00
Forklift Licence (to operational requirements as agreed by the company and employees)	15.00
First-Aid Certificate (to operational requirements as agreed by the company and employees)	15.00

DEFINITIONS:

a) Mechanical Tradesperson - Special Class

Means a mechanical tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning of fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson will have:

- (i) had minimum of two years on the job experience as a tradesperson working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance, or

- (ii) satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to in (i) above.

For the purpose of this definition "mainly engaged" means regularly over a period or intermittently during a week.

The following 2 sub-paragraphs are to be used in determining eligibility for payment of the multi-skill component.

b) Multi Skilled Tradesperson - Mechanical

Is a special class tradesperson who can work with or without drawings, to carry out modification and repairs to equipment and is able to weld, (electric, oxy and tig). Operate lathe and milling machines and trains other metal trade employees to obtain these skills.

c) Multi Skilled Plant Electrician

Is a plant electrician who is able to make program changes to P.L.C.'s using a P.C. and can program other computer controlled equipment. A multi skilled tradesperson also trains other electrical tradespeople to obtain these skills.

7.2) Productivity Matrix

Those parties, referred to in Clause 3 of this Agreement, consent to their continued participation in the Company's Productivity Matrix. Such consent to be for the period specified by this Agreement.

7.3) No Extra Claims

- a) There shall be no further wage increases during the term of this Agreement except where consistent with a State Wage Case decision, which adjustment shall be processed by way of variation in accordance with section 125 of the Industrial Relations Act, 1991.
- b) There shall be no further claims in relation to conditions during the term of this Agreement.
- c) Where an inconsistency arises under this Agreement and the rates to be proposed by National Competency Standards, the parties to this Agreement undertake to enter into discussions to address any such anomalies.

7.4) This Agreement acknowledges that there will be no redundancies created as a result of the changes implicit in this Agreement. Such acknowledgment shall be for the life of the Agreement. It is further agreed that other causes of redundancy are not covered by this Agreement.

8. MEASURE TO INCREASE - PRODUCTIVITY AND EFFICIENCY

8.1) The measures listed below have been or have been agreed to be implemented to achieve real and demonstrable gains in productivity and efficiency.

- a) Operations employees (Meat Workers) and other appropriate people to perform set-ups of machinery. Engineering award employees and other suitably qualified people to co-operate in the development and delivery of specific training to enable Operations employees and other appropriate people to achieve a level of competency and safety in these set-up procedures.
- b) Electrical award employees (with the exception of apprentices) to establish effective recall procedures. These steps will include the use of portable paging devices and notification arrangements to minimise the amount of down time for critical facilities.

Arrangements for compensation for the responsibility incurred by the affected Award employee(s) will be negotiated on an individual basis. In recognition of the time taken and the availability of suitably qualified award employees, sub-paragraph (c) is meant to apply where efforts to contact award employees have failed or where such contacted award employees cannot attend.

- c) The formalisation of current work practices is agreed where supervisory or managerial staff may, on occasions, perform work normally done by Award employees providing that there has been consultation with and agreement by the work team affected and the Supervisor or Manager has the relevant skills and licence/s required.
- d) A crew concept to operate in the establishment and operation of rosters for coverage of start-ups outside of normal hours.
- e) All award employees to co-operate in the establishment of effective procedures/systems related to the use and re-ordering of all parts and consumables.
- f) Award employees to be responsible for the quality of their own work and, if employed as part of a Team, for the engineering quality and performance of that Team.

8.2 Consultative Committee

A Consultative Committee is to be established so as to further expand areas of mutual concern and interest. This could include:

- Engineering matters and issues related to Safety and Occupational Health.
- Issues related to training and development and the formation of a Training Sub Committee with the specific task of examining and making recommendations related to all aspects of engineering and operational training.
- Areas of improvement in the plant and associated equipment.
- Changes to the way work is carried out.
- Hours of duty and rostering of manpower.
- Other means of increasing productivity and efficiency.
- Development of teamwork and alternative responsibility structures.
- Matters that affect the quality of work life.
- Developing and maintaining better communication between all parties.
- The committee will be comprised of four people, two from management and two from the shop floor.

9. GRIEVANCE AND DISPUTE PROCEDURES

9.1) a) Grievance Procedure - Individual Employee.

1. Where an individual employee has a grievance arising from his/her employment, he/she shall notify his/her immediate supervisor and a meeting between them shall be arranged as soon as possible in an effort to resolve the grievance.
2. If the grievance is not resolved under paragraph (1) above, grievance is to be referred by the employee to the manager of the employee's work area who will meet with the employee in an effort to resolve the grievance.
3. Should the grievance remain unresolved under paragraph (2) above, the employee is to refer it to senior management who will investigate the circumstances of the grievance and attempt to resolve it.

4. Should the grievance still not be resolved, either party shall have the right to refer it to the Industrial Relations Commission of NSW for resolution, subject to the provisions of the Industrial Relations Act 1991.
 5. Through the above steps the individual employee shall have the right for his/her union delegate to be present.
 6. Definition - Grievance: In the subclause "Grievance" includes:
 - (1) a question, dispute or difficulty concerning the interpretation, application or operation of this agreement;
 - (2) alleged discrimination in employment within the meaning of the Anti-discrimination Act 1977.
- b) Dispute Procedure
1. If a dispute arises, the employees concerned and, at their option, their union delegate, shall have the opportunity to raise the dispute with their immediate supervisor.
 2. If the dispute is not resolved under paragraph (1) above, the union delegate will raise the matter with the manager of the work area and they will discuss means of resolving the matter.
 3. Should the matter be unresolved under paragraph (2) above, the union organiser is to be notified by the union delegate and the organiser will raise the matter with senior management. Discussions will take place aimed at resolving the matter.
 4. Should the dispute remain unresolved either party refer it to the Industrial Relations Commission for resolution.
 5. Throughout the process of this dispute procedure there should be a commitment to avoid stoppages of work, lockouts or any other ban or limitation on the performance of work whilst the dispute is resolved.
 6. Definition - Dispute: In this subclause "dispute" includes the avoidance of questions and difficulties concerning the interpretation, application or operation of this agreement.

10. DECLARATION

10.1) The parties to this Agreement declare this Agreement is not:

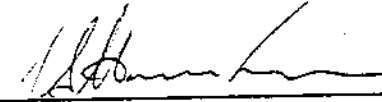
1. contrary to the public interest
2. unfair, harsh or unconscionable
3. entered into under duress, and
4. is in the interests of the parties.

11. NEGOTIATING THE NEXT AGREEMENT

- 11.1) The parties to this Agreement being F J Walker Foods, the Metals and Engineering Workers Union and the Electrical Trades Union agree to commence negotiations on a new Agreement three months prior to the expiry of the F J Walker Foods (Blacktown) Engineering Trades Enterprise Agreement, 1993.
- 11.2) Should the parties fail to negotiate a new Agreement, it is agreed that the terms and conditions of this Agreement will continue to apply in accordance with the Industrial Relations Act, 1991.

This Agreement is made on _____ Day of _____ 1993.


Signed on behalf of the Company:



4-3-94

Date:


Witnessed on behalf of the Company:



4/3/94

Date:

Signed on behalf of the Union (M.E.W.U.)



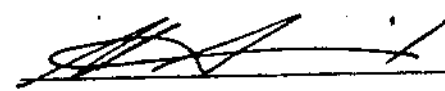
K. Lilia

Witnessed on behalf of the Union (M.E.W.U.)

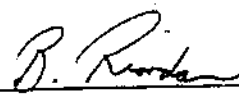
24-3-94

Date:

Signed on behalf of the Union (E.T.U.)



Witnessed on behalf of the union (E.T.U.)



16.3.94

Date: