

ENTERPRISE AGREEMENT

NO: E.A. 505 /1994

DATE REGISTERED: 21-12-94

PRICE: \$ 18-00

**CARGILL PROCESSING LIMITED**  
**(MOREE) ENTERPRISE AGREEMENT**

**1994**

Three handwritten signatures are located at the bottom of the page. The first signature on the left is a stylized 'B'. The middle signature is a cursive flourish. The signature on the right is a more complex cursive signature, possibly starting with 'V' or 'W'.

**PREAMBLE**

As a result of negotiations regarding all conditions of employment held between the Automotive , Metals & Engineering Union , The Australian Worker's Union , and their members and , Cargill Processing Limited the following agreement is made .

The changes in conditions of employment contained within the agreement form part of a package of measures designed to ensure the competitive operation of the plant . These measures will involve capital expenditure as an integral part of the programme .

**1. TITLE**

This agreement shall be known as the Cargill Processing Limited (Moree) Enterprise Agreement 1994 .

**2. ARRANGEMENT**

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**3. INCIDENCE , PARTIES BOUND**

This Agreement shall be binding upon Cargill Processing Limited and on the Companies Employees engaged at its plant at Moree , NSW , who are employed in the occupations and callings set out in clause 7 of this Agreement , and subject to Clause 5 , regulate the rates of pay and conditions of employment of those employees . This Agreement shall be binding upon the Automotive, Metals & Engineering Union and the Australian Worker's Union, New South Wales Branch .

**4. DATE & PERIOD OF OPERATION**

This Agreement shall take effect the first pay period on or after the date of the registration and shall remain in force for a period of 12 months .

**5. RELATIONSHIP TO PARENT AWARDS**

This Agreement shall be read and interpreted wholly in conjunction with the Metal & Engineering Industry ( New South Wales ) Interim Award, The Metal & Engineering Industry Remuneration (State) Award and the Vegetable Oils &c. (State) Award provided that where there is any inconsistency this agreement shall take precedence.

**6. AVOIDANCE OF INDUSTRIAL DISPUTE**

The parties to this Agreement Shall observe the Avoidance of Industrial Disputes procedure under Clause 12 of the Metal & Engineering Industry ( New South Wales ) Interim Award .

**7. RATES OF PAY**

The magnitude of this agreement is for all employees covered by this Agreement to receive a pay increase of six percent (6%) payable in three equal instalments of 2 % over the duration of the agreement.

The changes in hourly rates are as follows:-

	<b>Before Agreement</b>	<b>Rate After 6%</b>
Shift Foreman	12.9869	13.76611
Solvent Plant Operator	12.4093	13.15386
Operator/Fitter	12.5239	13.27533
Yard Leading Hand	12.6226	13.37996
Yard + Oil Loader	12.1752	12.90571
Maint Leading Hand	13.9155	14.75043
Maintenance Fitter GR1	13.2389	14.03323
Maintenance Fitter GR2	12.2389	12.97323
Casual Maintenance	20% over award rate	
Casual Operations	20% over award rate	

Note:

The metal industry classification structure of grading related to required skills and competencies within the metals trades , is to be referred to the Consultative Committee for appropriate application in this workplace during the period of this agreement . (GR1 - qualified fitter , GR2 - Unqualified fitter)

## 8.0 SHIFT ALLOWANCES

Dayshift	Nil
Afternoon Shift	17.5%
Night Shift	20.0%

Daywork	Nil
In lieu of " Call in "	Nil

## 9.0 SPECIAL ALLOWANCES

### 9.1 PROTECTIVE CLOTHING

Four (4) sets per year;

Additional clothing shall be provided if necessary;

Protective boots as necessary , and ;

An extra set is to be issued to catch up from the last issue date.

### 9.2 TELEPHONE RENTAL

All permanent employees requested to be on call , or those currently reimbursed for telephones , will continue to receive telephone rental reimbursement .

## 10.0 OVERTIME

### a) Shift workers

All overtime , Double time

Saturday Shift at time and a half

Sunday shift - Double time

### B: Day Workers

First two hours - paid time and a half and Double time thereafter;

Sunday and Public Holidays - Overtime all paid at Double time.

C: The frequency of occurrence of overtime without a minimum of 24 hrs notice is to be observed by the Consultative Committee during the first six months of this agreement and discussed.

## 11.0 CALL BACK AND REST PERIOD

### a) Maintenance Call Out Rest Periods

Commence after 7:00 am

i) If a callout is completed by 10:00 pm there is no rest period;

ii) For any time worked between 10:00 pm to 4:00 am take 1.5 hrs plus the time worked on the callout . eg called out at 12:30 am finished at 3:00 am = 2.5 hrs , therefore time return to work 7:00 am + 1.5 + 2.5 hrs = 11:00 am ;

iii) If a callout occurs after 4:00 am take 1.5 hrs off, ie return to work at 8:30 am

iv) Where multiple Callouts occur , time of will be 1.5 hrs for each "callout" plus all time worked between the hours of 10:00 pm to 7:00 am .

iv) All breakdowns to be assisted by operator or Foreman , in the event of further assistance required day fitter to be called then Operator/Fitter on days off if unavailable .

### **b) Maintenance Overtime , Rest Periods**

- i) If you have not had your 10 hr break , the rest period is 10 hrs from when you finish the overtime .
- ii) If you have had a 10 hr Break , time off will be at 1.5 hours plus 1.5 times time worked , eg called in at 2:00am and worked until 6:00 am ( 4 hours) , therefore  $6:00 \text{ am} + 1.5 + ( 4 * 1.5 ) = 1:30 \text{ pm}$  .  
( when required to return to work after leaving the premises , if a period worked is less than 3 hours , it is known as a "Call Out" and more than three hours as overtime ).

### **iii) Operations Recall**

An employee recalled from his home to work overtime after having left the premises of the employer , shall be paid a minimum of four hours at overtime rate .

## **12.0 MEASURES TO INCREASE PRODUCTIVITY**

### **12.1 ROSTERED DAYS OFF**

SHIFT - Paid at 2 hours per week at applicable overtime rates;

DAYWORKERS - To be taken in period earned as per roster , day taken may be changed by mutual agreement with supervisor .

### **12.2 PRODUCT HANDLING**

All personnel with appropriate tickets are to drive the Forklift or loaders if the need arises , as appropriate to the job . This issue of multiskilling is to be referred to the Consultative Committee for review of competence requirements .

### **12.3 MAINTENANCE BY OPERATORS**

Any Operator or Foreman can assist a Fitter or Fitter/Operator with a breakdown or maintenance duty .

#### **Shut Down:**

Operators or Foreman who previously worked as maintenance fitters , shall be allowed to work as fitters during shut downs to supplement the permanent maintenance work force and shall be paid appropriate rates of pay .

Operator/Fitters during shutdowns will be paid the appropriate day fitting rate of pay .

Work Specifically by Operators: Refer to previous agreement

#### **12.4 OPERATOR/FITTER**

Duties :- This has been referred to the Consultative Committee for the preparation of skills and competency requirements for the implementation of these Operator/Fitter positions by the company .

The approximate split of work will be 50% Operations / 50% Regular maintenance.

#### **12.5 UNQUALIFIED TRADES UPGRADES**

All unqualified tradesmen will be given the opportunity in the next 18 months to upgrade their skills to trade level , this can be by Trade Challenge by the TAFE or external after hours courses ( eg welding) . Unqualified fitters are to be appropriately classified to their skill level , if this is not achieved in the 18 month period ; subject to management discretion depending on the time required to qualify and effort made .

#### **12.6 UNION MEETINGS**

Plant shall remain operational during onsite union meetings . This shall include processing , receivals , deliveries and weighbridge .

An Agenda and time limit is to be notified to management prior to the meeting .

#### **12.7 STAFF COVERAGE**

Staff are to cover for operational personnel to facilitate Union meetings , safety meeting , oil loading and assistance .

#### **12.8 OFFSITE PERSONNEL**

Maintenance and operators from other sites working onsite in times of maximum manpower demand , after on-site personnel are fully utilised , are to work under their own relevant conditions . This includes welding shutdowns and plant startups . This is not to be to the detriment of onsite employees earnings , and is to be notified through the Consultative Committee .

### **13.0 CONSULTATIVE COMMITTEE**

To be formed from members of Operations , Maintenance and Management for the implementation of technological and other change . Initial training to be provided for members by external source ( eg TUTA)

- ♦ To develop plant Drug and Alcohol Policy
- ♦ To review disciplinary policy
- ♦ To attend to matters of this agreement

### **14.0 SINGLE BARGAINING UNIT**

A single bargaining unit is to be formed with 2 members from each Union A.M.E.U , A.W.U.F.I. and Management to discuss further Enterprise related matters and to review this agreement at least 3 months before expiry to ensure a continuation of wage related matters .

### **15.0 PLANT SHUTDOWN**

Where plant is shutdown for one week ( 7 Days ) , or less than one week , shift allowance will continue to be paid and employee may elect to take annual holidays . Where plant is shutdown for more than one week , all shift workers shall revert to day work as required .

### **16.0 ANNUAL LEAVE**

Seven Day Shift Workers	5 Weeks
Five Day Shift Workers	4 Weeks
Day Workers	4 Weeks

#### **16.1 LEAVE LOADING**

Shift workers	17.5% or Award , whichever is greater;
Day Workers	17.5%

### **17.0 SICK LEAVE**

First year	5 Days ;
Subsequent Years	10 Days;

All untaken sick leave is accumulated. On retirement, leaving or death an employee shall be paid a cash bonus representing the value of sick leave not expended .

More than one day sick at a time requires a doctors certificate

More than three (3) single sick days in any one year requires a doctors certificate or disciplinary action will result .



## **18.0 BEREAVEMENT LEAVE**

2 Days for death as per award

Special consideration may be given in cases where excessive travelling time is involved .

## **19.0 REDUNDANCY**

The provisions of the Moree Continental Agreement made on 31st January 1992 with the exception of clause 3 , Limitation of benefits continues as the redundancy standards for the period of this enterprise agreement .

Employees are able to volunteer for redundancy .These will be accepted from the pool at Managements discretion.

The parties agree that the Continental Redundancy Agreement will run for the period of this agreement and a redundancy agreement will be renegotiated .

## **20.0 TECHNOLOGICAL CHANGE**

Implicit in this agreement is planning for technological change which is highly possible in the next two years , as discussed in prior meetings . Namely Installation of Oil decanter , Meal Drier Cooler , Process automation and process rationalisation and product handling . This will involve the transitional implementation of the Operator/Fitter position under Consultative Committee guidelines .

## **21.0 TRAINING**

### **Skills Upgrading**

The purpose of skills upgrade program is to encourage and give support to employees who want to undertake training and further education. This is to broaden their knowledge to better qualify them for their current position and allow future advancement .

Eligibility is for all permanent employees who have been employed for more than six months . Application must be made to the Plant Superintendent and authorised prior to starting , the course must be directly related to the employees work and provide knowledge to maintain or improve their level of skill in the current job .

Short training courses for job skills are to be paid at the company's expense as in the past .

Reimbursement for semester long , further education will be 100% on the successful completion of the unit subject to the application of management discretion where the employee fails contrary to the effort applied . Education reimbursement applies for registration fees , Compulsory books , tuition fees and examination fees . Travelling , parking , meal expenses will be excluded . All receipts need to be kept and submitted with a copy of results summary for reimbursement .

22. NO EXTRA CLAIMS

There shall be no further claims during the life of this Agreement.

23. DECLARATION

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.


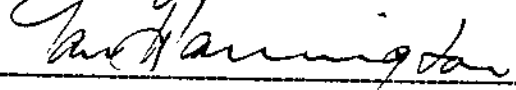
24. NEGOTIATING THE NEXT AGREEMENT

24.1 The Parties to this agreement being, Cargill Processing Limited, The Automotive, Metals & Engineering Union and the Australian Workers' Union, New South Wales Branch agree to commence negotiations on a new agreement three (3) months prior to the expiry of the Cargill Processing Limited (Moree) Enterprise Agreement 1994.

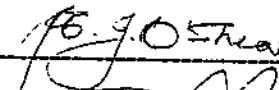

24.2 Should the parties fail to negotiate a new Agreement, it is agreed that the terms and conditions of this Agreement will continue to apply in accordance with the Industrial Relations Act, 1991.

This Agreement will be registered with the Industrial Relations Commission of New South Wales.

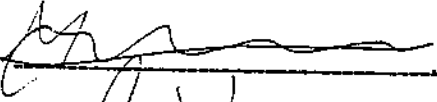

Signed on behalf of  
Automotive, Metals & Engineering Union

  
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 Witness   
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Signed on behalf of  
Australian Workers Union,  
New South Wales Branch

  
 \_\_\_\_\_  
 Witness   
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Signed on behalf of  
Cargill Processing Limited, (Greg O'Hare)  
Moree

  
 \_\_\_\_\_  
 Witness   
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