

ENTERPRISE AGREEMENT

NO: E.A. 213 /1995

DATE REGISTERED: 28-6-95

PRICE: \$ 16-00

AUSTRALIAN CO-OPERATIVE FOODS LIMITED

WETHERILL PARK SITE (NURSES)

ENTERPRISE AGREEMENT

1. **Parties, Area and Incidence**

This Agreement is made between Australian Co-operative Foods Limited and the New South Wales Nurses' Association (NSWNA) and shall apply to employees engaged at the Wetherill Park site in the classifications set out in Appendix A to the Agreement.

2. **Rates of Pay and Relationship to Award**

- (i) A.C.F. will increase the current ordinary time rates on this site as follows -
- (a) An increase of 4% from the first pay period on or after registration of this Agreement.
 - (b) An increase of 4% from the first pay period twelve months after registration of this Agreement.
 - (c) A productivity increase of 2.5% from the first pay period on or after 26th November 1996.

The new ordinary time rates of pay are detailed in Appendix A by award and classification.

- (ii) It will be open to the NSWNA to make an additional claim upon A.C.F. for an increase based on any productivity improvement in A.C.F.'s total dairy operations in NSW which exceeds 2.5% as measured during the two year period ending 26th November 1996. The NSWNA may make a claim for such an increase from the first pay period on or after 26th November 1996. Both parties acknowledge that A.C.F. does not concede it will agree to pay any additional claim for NSW dairy productivity and both parties agree that any dispute on this matter will be finally referred to the Industrial Relations Commission of NSW for resolution in accordance with the Grievance and Dispute Procedure.

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- (iii) The award 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, as will any agreed additional site productivity increase.

3. **Objectives of the Wetherill Park Site**

Wetherill Park Site objectives are:

Continuous improvement in quality of products and customer service.

Satisfying consumers with value for money products.

A work environment where people can contribute to the progress of the site.

Harmonious work environment based on team structure.

Continuous employee training and development.

Clear and well understood performance goals developed in consultation with employees.

Full support for marketing, sales and new product programs.

Maintenance of high quality standards in product composition, presentation and distribution.

Meeting these objectives is vital to the future of A.C.F. and the job opportunities of employees on this site.

4. **Productivity**

All employees will support and actively co-operate in all formal and informal improvement programs which increase productivity, efficiency and flexibility and reduce costs on the site.

5. **Quality through Commitment (Q.T.C.)**

All employees on the site are committed to continuous improvement in manufacturing processes, quality of products, distribution and customer service, and this process includes:

- . Active employee participation in Q.T.C. teams.
- . The identification of best practice in the key areas of site operations and the continuing implementation of workplace reform to achieve best practice.

- . The development of work organisation structures which are more flexible and efficient.
- . A continuing skills enhancement program which maximises the skills of every individual and gives each person more interesting and productive work.
- . Maintaining a safe and healthy work place.
- . A participative process which values the involvement and ideas of all employees.

6. **Multi-skilling**

All employees on the site agree to co-operate positively in becoming multi-skilled in order to maximise site productivity and will commence this process upon registration of this Agreement.

A key element of multi-skilling is the upgrading and extension of every employee's skills and knowledge and using those skills acquired within each employee's capacity. This includes training and working within the functions applicable to the employee's designated award together with training and working across other award functions on the site. An employee's designated award is determined by those award functions which represent the largest percentage component of the employee's weekly ordinary hours of work.

Provided that an employee, who for four hours or more on any one day or shift performs work functions continuously which are covered by an award classification with a higher rate of pay than the employee's designated classification, shall be paid the higher rate for such day or shift. The foregoing mixed functions provision which applies across awards has no application to the mixed functions provisions which continue to apply within awards.

Multi-skilling recognises that competency and safety are the only factors which determine how work is performed. Central to this recognition is that there are no demarcations of work of any sort on this site provided employees are trained and qualified, including meeting any legal requirements for the work involved. For example, nursing employees will perform limited clerical duties.

7. **Payment by E.F.T.**

Every employee on the site shall be paid by electronic funds transfer to their nominated bank, building society or credit union account.

8. Hours of work for full-time weekly employees only

- (i) All employees on the site agree that the following hours of work provisions best meet the operating requirements of the site and that they will be implemented upon registration of this Agreement. A variety of the following working patterns may be implemented in different sections or departments of the site as appropriate. A.C.F. shall not alter the roster of an employee's ordinary hours of work without giving at least 7 days notice, provided that an employee and A.C.F. may agree to a notice period of not less than 24 hours.
- (ii) The weekly ordinary hours of work shall be 38 hours per week or an average of 38 hours per week being calculated over an employee's work cycle.
- (iii) Systems of working the 38 hour week

- (a) Rostered Day Off (R.D.O.) System

By employees working an average of 38 ordinary hours per week where each day worked consists of 8 ordinary hours of which 0.4 ordinary hours is banked to an R.D.O. bank.

An individual employee may exercise freedom of choice to utilise their R.D.O. bank as follows -

- (1) By an employee electing to take RDO's as leisure days. An R.D.O. taken as a leisure day uses 7.6 hours from the employee's R.D.O. bank.
- (2) By an employee electing not to take RDO's as leisure days and instead receiving payment for their full R.D.O. bank accrual at 30th June each year.
- (3) By an employee electing not to take RDO's as leisure days and instead receiving payment for their full R.D.O. bank each pay week.
- (4) An employee's election for option (1) (2) or (3) above must be made within two weeks of commencing employment. An election once having been made shall not be changed other than at 1st July each year except through unforeseen circumstances. Provided that each employee will make their initial election on the registration of this Agreement. An employee is entitled to consult with their Union Delegate both prior to making their initial election and when considering any subsequent change of election.

- (5) An employee who elects to receive either annual or weekly payments instead of taking RDO's as leisure days, shall not have these payments included for the purposes of calculation of annual and long service leave entitlements, i.e. annual or weekly payments do not form part of the ordinary pay of the employee.

Within the R.D.O. system, overtime is payable after the conclusion of 8 ordinary hours on each rostered day.

(b) Fixed Hours System

By employees actually working up to 10 ordinary hours each day in one of the following work cycles:

38 ordinary hours within a work cycle not exceeding 7 consecutive calendar days; or

76 ordinary hours within a work cycle not exceeding 14 consecutive calendar days; or

114 ordinary hours within a work cycle not exceeding 21 consecutive calendar days; or

152 ordinary hours within a work cycle not exceeding 28 consecutive calendar days.

e.g. 5 x 7.6 hours in a 7 day cycle
or 4 x 8 hours and 1 x 6 hours in a 7 day cycle
or 4 x 9.5 hours in a 7 day cycle
or 3 x 10 hours and 1 x 8 hours in a 7 day cycle
or a combination of days and hours over a 14, 21 or 28 calendar day cycle to achieve an average of 38 ordinary hours per week.

Within the fixed hours system, overtime is payable after the conclusion of the ordinary hours rostered for that day.

The working of a Fixed Hours System is subject to the agreement of A.C.F. and the majority of employees in the section or sections or department concerned.

9. Nominal Term

The nominal term of this Agreement is 2 years 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.

10. Declaration

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

11. **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.

APPENDIX A

OCCUPATIONAL HEALTH NURSES' (STATE) AWARD

Ordinary Time Rates

	<u>On registration</u>	<u>First pay period 12 months after registration</u>	<u>First pay period on or after 26.11.96</u>
Sole Occupational Health Nurse	723.10	752.00	770.80

Signed on behalf of the Co-operative



Australian Co-operative Foods Limited

4/5/95

Date

Signed on behalf of the New South Wales
Nurses' Association



2/4/95

Date