

ENTERPRISE AGREEMENT

NO: E.A. 228 /1995

DATE REGISTERED: 6-7-95

PRICE: \$ 22-00

AUSTRALIAN CO-OPERATIVE FOODS LIMITED

HEXHAM SITE MAINTENANCE including Distribution Centres at Cardiff, Erina,
Wyong, Toukley, Long Jetty, Woy and Berkeley Vale

ENTERPRISE AGREEMENT

1. Parties, Area and Incidence

This Agreement is made between Australian Co-operative Foods Limited and The Automotive, Metals and Engineering Union; The Operative Painters and Decorators' Union of Australia, New South Wales Branch; Building Workers' Industrial Union of Australia, New South Wales Branch; The Federated Engine Drivers and Firemen's Association of Australasia (NSW); and Electrical Trades Union of Australia, New South Wales Branch. This Agreement shall apply to employees engaged at the Hexham site including Distribution Centres at Cardiff, Erina, Wyong, Toukley, Long Jetty, Woy Woy and Berkeley Vale 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, which are prescribed in the previous enterprise agreement at clause 1 above, by two 4% adjustments during the nominal term of this Agreement. The new ordinary time rates of pay are detailed in Appendix A by award and classification. The initial 4% adjustment is payable on registration of this Agreement and the second 4% adjustment is payable from the first pay period 12 months thereafter.
- (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.

3. **Objectives of the Hexham site including Distribution Centres at Cardiff, Erina, Wyong, Toukley, Long Jetty, Woy Woy and Berkeley Vale**

Hexham 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 award 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, this includes the following -

- (i) Engine drivers will carry out mechanical maintenance and restricted electrical work.
- (ii) Mechanical trades employees will perform restricted electrical work and limited production work, e.g. maintenance purposes.
- (iii) Electrical trades employees will perform minor mechanical maintenance and limited production work, e.g. maintenance purposes.

It is accepted that other employees on the site not covered by this Agreement will perform minor machine adjustments, simple running repairs to machines and non-trades mechanical and building maintenance.

The Consultative Committee will be used as a forum for discussing the commencement and ongoing implementation of the multi-skilling process.

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. Working Arrangements

- (i) An employee requested to work overtime in order to complete production will do so except in cases of pressing domestic necessity.
- (ii) When requested, an employee will commence their ordinary hours of work at a rostered time between 5 a.m. and 6 a.m. on the basis that time worked prior to 6 a.m. shall be paid at the overtime rate but shall be deemed to be part of the ordinary hours of work, i.e. a 50% penalty applies for time worked prior to 6 a.m.

10. Consultative Committee

(i) Introduction

The parties agree that there is a need for on-going communication to ensure that employees receive sufficient information about the site. As a result of this information sharing, employees will have a greater awareness of the site's objectives, future plans, its interaction with customers, suppliers and its problems.

Management is committed to information sharing, ensuring that an effective communication link exists.

Good communication flows in both directions, and the parties acknowledge the need for continued meetings between representatives of Management and the workforce to:

- * Assist with the implementation of all the efficiency changes in this Agreement and to act appropriately to ensure the smooth introduction of these changes.
- * Work towards major and positive attitudinal change.
- * Assist with development, defining and redefining site procedures as and when required.
- * Provide a forum for discussion on training needs.
- * Discuss skills required at the enterprise.
- * Provide a forum for exploring continual efficiency gains.
- * Provide a forum for Management to inform the workforce about
 - (a) market trends;
 - (b) important matters which affect employees and which relate to the productive performance of the site;
 - (c) actions necessary to match our competitors.

Note

Management will not be required to release information of a confidential nature, the general circulation of which may damage A.C.F.'s commercial interests and could affect the job security of employees at the site.

In agreeing to form a Consultative Committee, both parties - Management and Unions - acknowledge the requirement for an atmosphere of mutual trust and co-operation. The overall purpose of the Committee is to provide an environment for greater two-way communication and in doing so establish a forum in which employees are able to express their points of view and allow management to utilise employee knowledge and experience.

It is agreed that if other Enterprise Agreement/s covering non-maintenance employees are registered on the site, this Consultative Committee shall merge with any other Consultative Committee/s established by the other Agreement/s so that not more than one Consultative Committee operates on the site at any time.

(ii) Committee Objectives

The objectives will be to improve not only the standard of working life but also the overall productive performance of all employees with the ultimate aim of maintaining and where possible, improving the site's competitiveness both nationally and internationally.

In turn the provision of greater job security will be enhanced by developing and increasing employees' overall skills whilst at the same time offering new and advanced career opportunities.

These objectives are seen by all parties to be mutually beneficial.

Two important areas of site operation are specifically excluded from the domain of the Consultative Committee:-

1. Industrial Relations issues will be processed via the Grievance and Dispute Procedure.
2. Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that committee.

(iii) **Composition of the Committee**

The Consultative Committee will comprise equal numbers of management and employees. The Committee will not exceed a total of 8 members.

Management - Up to 4 members drawn from management, one member must have decision making powers.

Employees - Up to 4 employee members to be drawn from and democratically elected by the employees covered by this Agreement.

(iv) **Employee Elections**

These to be held every two years. Alternate members are also to be elected at this time to cover absences. Alternate members shall be allowed to sit in on all meetings on a rotational basis to gain understanding of procedures. This is to be done with one alternate at any one time, with the alternate acting in an observer capacity only. The procedure for filling casual employee vacancies is to be developed by the Committee.

(v) **Secretary of the Committee**

The Secretary to be appointed by Management and to be someone skilled in taking minutes. The Secretary to be a non-member of the Committee.

(vi) **Chairperson of the Committee**

To be elected by the Committee from within the Committee. After six months, Committee to decide a formula for the appointing/rotating of the chairperson between management and employees each six months.

(vii) **Meetings**

Consultative Committee Meetings will be held every two months during normal working hours. Special meetings of the Committee may be called after informal discussions between both parties.

(viii) **Recording of Minutes**

Minutes shall be circulated to Committee Members for verification prior to posting on the notice boards. Every effort shall be made to have the minutes published within one week of the meetings. The minutes shall include:

- * Attendees at the meeting.
- * Summary of the issues and alternatives proposed.
- * Decisions made on matters dealt with pursuant to this clause and any time frame for implementation.

(ix) **Agenda**

The agenda is to be prepared and issued by the Secretary to all Committee Members at least five (5) working days prior to meeting. Any committee member may submit agenda items. Appropriate information shall be provided with each agenda item submitted.

Matters raised without notice (i.e. non-agenda items) shall be deferred to the next meeting if any committee member requires additional information or needs to consult with their constituency.

11. **Nominal Term**

The nominal term of this Agreement is 2 years 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.

12. **Declaration**

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

13. **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.

METAL AND ENGINEERING INDUSTRY (NEW SOUTH WALES) AWARD
ENGINE DRIVERS, GENERAL &c. (STATE) AWARD
ELECTRICIANS (STATE) AWARD
BUILDING EMPLOYEES MIXED INDUSTRIES (STATE) AWARD AND
MILK TREATMENT &c. AND DISTRIBUTION (STATE) AWARD
Clause 6 Rates of Pay PART B
Ordinary Time Rates

	<u>On Registration</u>	<u>First pay period 12 months after registration</u>
Greaser or Oiler	435.10	452.50
Stationary engine drivers on motors over 186.5 kw	474.20	493.20
On motors 74.6 kw up to 186.5 kw	459.70	478.10
On motors under 74.6 kw	445.60	463.40

Where an employee attends to two or more motors he shall be paid at a rate calculated on the aggregate kw of such motors.

Horsepower shall be that shown on the maker's name plate attached to the motor.

Provided further than an engine driver attending a refrigerating compressor shall be paid a total margin of not less than -

(i) Where the capacity is 25.4 tonnes or less	495.80	515.60
(ii) Where the capacity is over 25.4 tonnes	505.50	525.70
Trades assistant (electrical)	429.30	446.50
Carpenters	501.40	521.50
Electrical fitter and/or mechanic	528.70	549.80
Mechanical Tradesperson - Special Class	547.80	569.70
Electronics Tradesman	627.10	652.20
Fitter and/or Turner	500.30	520.30
Motor mechanic	500.30	520.30
Painters	505.30	525.50
Signwriters	516.30	537.00
Refrigeration mechanic or serviceman	500.30	520.30
Sheet metal worker, 1st class	500.30	520.30
Welder - special class	519.30	540.10
Welder - 1st class	500.30	520.30
Plant Electrician	559.50	581.90

APPRENTICES
Ordinary Time Rates

Apprentice Fitter	Year 1	169.90	176.70
	Year 2	219.40	228.20
	Year 3	295.30	307.10
	Year 4	344.70	358.50
Apprentice Electrician	Year 1	168.10	174.80
	Year 2	224.40	233.40
	Year 3	319.50	332.30
	Year 4	365.30	379.90

Signed on behalf of the Co-operative

Australian Co-operative Foods Ltd

4/4/95

Date

Signed on behalf of the Industrial Organisations of Employees

Automotive, Metals and Engineering Union

20-11-94

Date

The Operative Painters and Decorators' Union of Australia, New South Wales Branch

4.4.95

Date

Building Workers' Industrial Union of Australia, New South Wales Branch

12/12/94

Date

Electrical Trades Union of Australia, New South Wales Branch

8-11-94

Date

The Federated Engine Drivers and Firemen's Association of Australasia (NSW)

12-12

Date

