

ENTERPRISE AGREEMENT

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BLACKTOWN MEAT CENTRE MAINTENANCE ENTERPRISE AGREEMENT

ARRANGEMENT

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1. TITLE

This agreement will be referred to as the Blacktown Meat Centre Maintenance Enterprise Agreement.

2. CONDITIONS OF EMPLOYMENT

- (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week. On engagement, employees will be provided with written notice of their nature of employment (either full-time, part-time or casual) and details of their classifications, grade and duties.
- (b) **Part-time Employees** - means a weekly employee who works a roster of between 20 and 32 ordinary hours, Monday to Sunday. alternatively by mutual agreement a minimum hours of 16 shall apply.

Except for the meal times prescribed, all time between the actual commencing time and the actual ceasing time on any one day shall count and shall be paid for as time worked. Part-time employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight. The provisions of this agreement with respect to sick leave, holidays, shift allowance and weekend penalties shall apply to part-time employees.

The total number of part-time employees shall not exceed the total number of full-time employees.

(c) **Casual Employees** - shall be paid at an hourly rate equal to the appropriate weekly rate divided by thirty-eight plus 15 per cent with a minimum payment on any one day of four hours and a maximum of ten hours in any one day. Provide that a minimum of 2 hours for engagements for the purpose of formal training sessions only.

(d) (i) In all other cases to terminate the employment of an employee the Company shall give to the employee the following notice:

Period of continuous service	Period of notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

(ii) In addition to the notice prescribed in subparagraph (i) hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.

(iii) Payment in lieu of the notice prescribed in subparagraphs (i) and/or (ii) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof, or mutual agreement to a specified date.

(iv) In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employment not been terminated shall be used.

(v) The period of notice in this clause shall not apply in the case of dismissal for misconduct, or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

(vi) Where the Company has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

(e) The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.

If an employee fails to give notice the Company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

(g) The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of or the type of work performed by the employee.

3. APPRENTICESHIP

Apprentices shall be employees in accordance with the relevant provisions of the appropriate Act and this agreement. The following provisions shall apply in respect of apprentices:

- (i) The period of apprenticeship for persons entering the relevant trade shall not exceed four years and such persons shall be bound by indentures.
- (ii) The college fees for instruction of each apprentice shall be paid by the Company for each year of the trade course or correspondence course.
- (iii) Any apprentice who is given time off during ordinary working hours for the purpose of attending at a college for instruction and fails to so attend shall not be paid for such time off.
- (iv) The Company shall reimburse to an apprentice all fares reasonably incurred in attending the college.
- (v) The Company shall co-operate with the technical college in the training of an apprentice in the manner recommended by the technical college.

4. NO EXTRA CLAIMS

It is a term in of this agreement that the union undertakes, for the duration of this agreement, not to pursue any extra claims for wages and conditions. Both parties recognise that the wages as expressed incorporate payments due under the Minimum Rates Principle.

5. PAYMENT OF WAGES

All wages shall be paid weekly, Monday to Sunday, in arrears with the Company retain 3 days in hand, payment via electronic funds transfer on Wednesday.

Where employment is terminated an employee shall be paid all weekly wages and annual leave due upon termination, other entitlements shall be paid within seven days of the date of the termination of employment.

6. FLEXIBILITY OF WORK

The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

Employees shall take all reasonable steps to achieve quality, accuracy and completion of any job or task assigned to the employee.

Employees shall not impose any restrictions or limitations on a reasonable review of work methods or standard work times. All reviews carried out by the Company will take into account the potential impact on occupational health and safety.

7. **HOURS OF WORK**

- (a) The ordinary working hours shall not exceed an average of 38 per week.
- (b) The ordinary hours shall be worked on not more than five consecutive days of the week except by mutual agreement, 6.00 a.m. to 6.00 p.m. Monday to Sunday at the Company's option, but any such ordinary hours worked on a Saturday shall be paid for at time and one half and on a Sunday shall be paid for at double time.
- (c) Each daily period of work comprised in such ordinary working hours shall be unbroken except by prescribed meal intervals. No such daily period of work for Full-time employees shall be less than six hours or exceed ten hours for part-time and casual employees shall be less than four hours or exceed ten hours in duration exclusive of prescribed meal intervals.
- (d)
 - (i) The Company shall state in advance in notice which shall be prominently posted in the establishment so as to be at all times accessible and visible to all employees, each day's starting and finishing times of ordinary hours of work fixed and observed for each of the weekly employees.
 - (ii) The Company may from time to time substitute other starting and finishing times if, not less than a week in advance of the substituted times.
- (e) There shall be not less than a 10 hour break between finishing work (including overtime) on one day or shift and the commencement of work on the next day. If on the instructions of the Company, an employee resumes work without having had ten consecutive hours off duty the employee shall be paid at overtime rates until released from duty for an ten hour period.
- (f) The method of implementation of the 38 hour week shall remain as a nineteen day work cycle over 4 weeks with a nominated Rostered Day Off (RDO) until the operational of the business extend the requirements of the manufacturing plant to six or seven days per week. At that time, a roster cycle will be implemented in accordance with this clause.

8. **WAGE RATES**

An adult employee (other than a junior employee) of a classification specified in the table below shall be paid the weekly wage rate assigned in the table to that classification for the place or area in which the employee works.

Mechanical/Electrical Tradeperson - Special Class (C8)	495.50
Mechanical/Electrical Tradeperson - (C10)	450.70
Trades Assistant - (C 11)	428.20
Trades Assistant - (C 12)	405.70

The wage rates for apprentices shall be the following percentage of Tradesperson rate of pay:

Year of Apprenticeship	<u>Per Cent</u>
First year	50
Second year	65
Third year	85
Fourth year	95

The wage rates for junior employees shall be the following percentages of the appropriate rate for the Trades Assistant classifications:

Age in Years	<u>Per Cent</u>
16 years	50
17 years	60
18 years	75
19 years	85
20 years	100

9. SPECIAL RATES

In addition to the rates otherwise set out in this agreement the following rates shall be paid:

- (a) Employee are required to work in a varying temperatures, the employee shall be paid at the rate of \$7.00 per week.
- (b) An allowance of \$10.00 per week shall be paid to an appropriately qualified employee who acts in lieu of and performs the duties of a first aid officer.
- (c) Tool Allowance - Tradesperson shall be paid an allowance of \$10.00 per week for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.
- (d) Electrical Licence - additional allowance to be paid to an employee employees and working as a tradesperson and possessing the New South Wales Electrical Mechanic's Licence of 23.20 per week.
- (e) Objectionable Duty Allowance - Work including the cleaning out of the Plant Effluent Holding Pit, Sub-Floor and Sumps/Grease Traps shall be paid an additional hourly rate of 32 cents per hour. Provided that if an employee is so engaged for more than four hours the employee shall be paid the prescribed allowance for the entire shift.

10. SHIFT WORK

- (a) An employer shall not, unless with the agreement of the employee, transfer an employee from day work to shift work, or from shift work to day work.
- (b) Shifts may be worked on a one-shift, two-shift or three-shift system.
- (c) For the purposes of this clause:

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before midnight. ✓

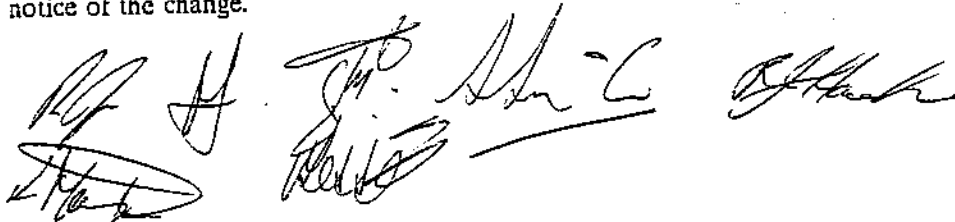
"Night shift" means any shift finishing subsequent to midnight and at or before 9.00am ✓

3.00

"Fixed night shift" means a night shift (as defined) on which an employee is not allowed to rotate so as to give the employee at least one week in each three consecutive weeks on some other shift or shifts.

"Early Morning Shift" means any shift commencing between 3.00am and 6.00am

- (d) (i) An employee on afternoon shift shall be paid the appropriate rate for the classification in which the employee is employed under this award, plus 15% thereof.
- (ii) An employee on night shift shall be paid the appropriate rate for the classification in which the employee is employed under this award, plus 25% thereof.
- (iii) An employee on a fixed night shift shall be paid the appropriate rate for the classification in which the employee is employed under this award, plus 30% thereof.
- (iv) A shiftworker who works on a Saturday shift shall be paid for each such shift 50% and on a Sunday shift 100% in addition to this ordinary rate.
- (v) An employee on an early morning shift shall be paid the appropriate rate for the classification in which the employee is employed under this award, plus 15% thereof.
- (e) A casual employee employed in shift work shall receive the appropriate percentage loading as prescribed in subclause (d) of this clause and in addition thereto ~~25%~~ 25% (i.e. casual loading as prescribed by clause ~~14~~, ~~Special Rates~~) of the appropriate rate (i.e. not inclusive of the shift work percentage loading as prescribed by subclause (d) of this clause).
- (f) The ordinary hours of work for a shift worker shall be an average of 38 hours per week. The ordinary hours of work for a shift worker shall be unbroken except by prescribed meal intervals.
- (g) (i) A shift worker, except when engaged on a three-shift system, may either be allowed by agreement between the Company and the majority of the employees concerned, a meal interval of 30 minutes.
- (ii) Shift workers engaged on a three-shift system and shift workers not engaged on a three-shift system who are not allowed the meal intervals as prescribed in paragraph (i) of this subclause shall be allowed a crib time of 30 minutes which shall be counted as time worked to be taken at a time agreed between the Company and a majority of employees.
- (h) The starting and finishing times of the ordinary hours of work of shift workers shall be fixed by the Company and once fixed may only be altered by agreement between the Company and the majority of the employees concerned or in the absence of such agreement by the giving of not less than seven days' notice by the Company to each employee of such proposed change of times. Provided that this subclause shall not apply to any individual employee who is required to alter his starting time to enable the management to make provisions for replacement, but such employee shall, unless he otherwise agrees, be given at least twenty-four (24) hours notice of the change.



11. MEAL INTERVALS

- (a) Each employee working more than 5 hours shall be granted a meal interval of between half an hour and one hour. ✓
- (b) Any employee called upon to work during a meal interval shall be paid at overtime rates for the period so employed and such overtime rates shall continue until a meal break is allowed. ✓
- (c) No employee shall be called upon to work for more than five hours without a break for a meal. ✓
- (d) Meal intervals where allowed shall not except as otherwise prescribed be counted as part of the daily or weekly hours worked. ✓
- (e) An employee required to work overtime for one and a half hours or more after rostered finishing time shall be allowed an unpaid meal interval of not less than 30 minutes. Provided however that if by continuing at work the work can be completed in not more than two hours after the employee's rostered finishing time the employee may elect to continue at work until the work is completed and in that case the Company shall not be obligated under this subclause to give a break for a meal.

12. REST PAUSES

When and where it can be arranged conveniently by the Company, each employee who works more than 4 hours on any one day shall be allowed a rest pause of 15 minutes.

Where engagement is for 8 hours or more then the employee shall be entitled to two 5 minute rest pauses or some other arrangement by agreement.

13. MEAL ALLOWANCE

An employee required to work overtime for one and a half hours or more after rostered finishing time, without being notified the day prior, shall be paid the sum of \$7.20 meal allowance.

14. OVERTIME

- (a) All time worked outside the ordinary working hours on any day shall be deemed to be overtime and shall be paid for at time and a half for the first two hours and double time thereafter, except overtime on a Sunday shall be paid at a rate of double time. ✓
- (b) The Company may require an employee to work reasonable overtime at overtime rate and such employee shall work overtime in accordance with such requirement. ✓
- (c) Call Back - An employee recalled to work overtime after leaving the premises shall be paid a minimum of four hours' work at the appropriate overtime rate for each time the employee is recalled. ✓

15. HOLIDAYS

- (a) Subject to other provisions of this clause weekly employees shall be entitled to the following holidays without loss of pay, provided that in calculating payment to be made to such employees an employee shall be paid for ordinary rostered hours on such holidays.

New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Sovereign's Birthday, Christmas Day and Boxing Day and any other days which may be proclaimed in New South Wales.

- (b) Where an employee is absent from employment on the working day or any part thereof before or the working day or any part thereof after any agreement holiday without reasonable excuse or without the consent of the Company, the said employee shall not be entitled to payment for such holiday. Provided that an employee shall not lose, by reason of such absence, entitlement to payment for more than one holiday where consecutive agreement holidays occur.
- (c) For any work done on holidays, as prescribed by sub-clause (a), double time in addition to the ordinary weekly wage.
- (d) Weekly employees shall also be entitled to an additional day (Picnic Day) without loss of pay on the first Monday in September each year, which can be taken on an alternate date or added to the employee's annual leave or the payment of an additional day. A day shall be defined as an 8 hour day.

16. ANNUAL LEAVE AND LOADING

- (a) Except as hereinafter provided, a period of twenty-eight (28) consecutive days' leave with pay shall be allowed annually to an employee employed under this agreement, other than a casual employee, by the Company after a period of twelve months' continuous service (less the period of annual leave).
- (b) (i) The annual leave prescribed by this clause shall be exclusive of holidays prescribed by clause 15; but shall include all other non-working days.
- (ii) If any award holiday falls within an employee's period of annual leave and is observed on the day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each holiday observed as aforesaid.
- (iii) Where an employee without reasonable excuse, proof whereof shall lie upon the employee, is absent on the working day prior to the commencement of annual leave, or fails to resume work at the ordinary starting time on the working day immediately following the last day of the period of annual leave the employee shall not be entitled to payment for the public holidays which fall within the period of annual leave.
- (c) The annual leave shall be given and taken in a continuous period or, if the employee and the Company so agree, in two, three or four separate periods.
- (d) At least four weeks' notice shall be given to an employee as to when the employee is to commence leave.
- (e) Any leave to which an employee may become entitled hereunder, shall be granted by the Company within six calendar months of such leave becoming due.

- (f) The annual leave provided for by this clause shall be allowed and shall be taken and, payment shall not be made or accepted in lieu of annual leave.
- (g) Each employee before going on leave shall be paid the amount of wages the employee would have received in respect of the ordinary time which the employee would have worked had the employee not been on leave during the relevant periods.
- (h) An employee before going on annual leave due shall receive a loading of 17½% calculated on the rate of wage prescribed by subclause (h) hereof.
- (i) (i) The Company may grant annual leave to an employee before the right thereto has accrued.
(ii) Where leave has been taken by an employee pursuant to paragraph (i) hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the Company before completing the twelve months' continuous service in respect of which the leave was granted the Company may deduct from whatever remuneration is payable on the termination of the employment, a sum being equivalent to the proportion of the payment for such leave applicable to that period of the qualifying period not served by the employee at the time of termination, but such deduction shall not include any sums paid for any of the holidays prescribed in clause 19 of this agreement. Provided that in cases where such leave is granted at the request of the employee, the Company may when making payment under subclauses (h) and (i) hereof, withhold from the employee a sum being the equivalent of the proportion of such payment applicable to that period of the qualifying period not served by the employee at the time of going on such leave, and retain such sum until the expiration of such qualifying period.
- (k) (i) When an employee resigns or is terminated by the Company during the course of any qualifying twelve monthly period after at least one month of such service, proportionate payment shall be made at the appropriate rate of wage prescribed by subclause (h) hereof for 3.08 hours of each complete week of continuous service.
(ii) An employee whose employment is terminated by the Company for other than malingering, inefficiency, neglect of duty or misconduct shall be entitled to a payment of any loading applicable to him prescribed in paragraphs (i) (i) of this clause.
(iii) An employee who leaves the employment shall not be entitled to payment of the loading applicable prescribed in paragraph (i) (i) of this clause.
- (m) For the purpose of this clause, a month shall be reckoned as commencing with the beginning of the last day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

17. SICK LEAVE

- (a) An employee other than a casual employee who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:
 - (i) The employee shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

- (ii) The employee shall, where practicable, notify the Company prior to before the commencement time on the first day of absence, of the inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for duty, the employee shall notify the Company forthwith to this effect and as far as is practicable state the estimated duration of the further absence.
 - (iii) The employee shall prove to the satisfaction of the Company that the employee was unable on account of such illness or injury to attend for duty on the day or days for which leave is claimed.
 - (iv) An employee commencing in the service of the Company shall be entitled, in any one year, to paid leave in respect of this clause not in excess of 61 hours of working time.
 - (v) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment at which time the payments shall be made.
- (b) For the purpose of this clause, year shall mean the period between the date of the commencement in employment in any year and the anniversary of the commencement of employment in the next year.
 - (c) Sick leave shall accumulate from year to year so that any balance of an employee's entitlement not taken during any year may be claimed by the employee provided the employee remains in the employ of the Company in a subsequent year with diminution of the sick leave prescribed in respect of that year provided that sick leave which accumulates pursuant to this subclause shall be available to th employee for a period of four years but for no longer from the end of the year in which it accrues.
 - (d) The Company may by agreement with any employee, once per year, grant such employee a payment equivalent to up 76 hours pay in lieu of payment for absence through sickness, provided that employees maintain a balance of at least 76 hours.

18. TRAVELLING EXPENSES

Where an employee is temporarily transferred during working hours the Company shall pay such employee all costs of transit and travelling time.

Where a private vehicle is used a kilometre allowance of 40 cents per kilometre shall be paid.

19. PROTECTIVE CLOTHING, ETC

- (a) The Company shall provide protective clothing, including boots to employees working under dirty, greasy or wet conditions.
- (b) Employees on objectionable work shall be supplied with antiseptic soap.
- (c) Where any clothing is provided free of cost by the Company it shall remain the property of the Company and the employee shall take reasonable care of such clothing.

- (d) Clothing provided by the Company shall be collected for laundering by the Company from and returned to a person or place specified by the Company in the employee's own time. If the employee fails to take reasonable care of or to return such clothing, the Company may recover from the employee concerned the value of such clothing from any moneys payable to the employee.

20. MISCELLANEOUS PROVISIONS

- (a) In all cases where an employee's clothing, lunch bags, tools of trade or receptacles used for lunches are damaged by fire or through the use of any corrosive material, compensation shall be granted by the Company.
- (b) In cases where the Company requires an employee to wear any special uniform, coat, dress or clothing the Company shall provide such uniform, dress, clothing or hats.
- (c) Proper and adequate dining accommodation and changing facilities shall be provided and kept in a clean and sanitary conditions. The Company shall provide clean, cool drinking water for use by employees situated in convenient places.
- (d) The Company shall provide and continuously maintain an efficient first aid outfit and appliances at each place where employees are employed, as prescribed by the law of the State.
- (e) Nothing in this agreement shall relieve the Company of the obligation to comply with all relevant requirements of State Acts and Regulations relating to the guarding of machinery and the installation of dust-extracting appliances, and other Acts relating to industrial hygiene or safety.

21. COMPASSIONATE LEAVE

An employee shall on the death of a wife, husband, father, mother, stepfather, stepmother, parent-in-law, grandparent, child, stepchild or grandchild, brother or sister, be entitled on notice to leave up to and including the day of the funeral of such relative and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days work. Proof of such death shall be furnished by the employee to the satisfaction of the Company, together with proof of attendance in the case of a funeral outside Australia.

Where the death of a named relative herein occurs outside Australia and the employee does not attend the funeral the employee shall be entitled to one day only, unless the employee can demonstrate to the Company that additional time up to a period of three days is justified. Provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave. For the purposes of this clause the words "wife" or "husband" shall not include a "wife" or "husband" from whom the employee is separated but shall include a person who lives with the employee as a de facto "wife" or "husband" as the case may be.

22. SETTLEMENT OF DISPUTES AND GRIEVANCES

- (i) Procedures relating to disputes & grievances of employee(s):
 - (a) The employee is required to notify the Section Supervisor as to the substance of the grievance, request a meeting for discussions and state the remedies sought. This meeting shall take place within two (2) working days of the issue arising (weekends and holidays excepted).

- (b) If agreement is not reached between the employee and the Section Supervisor, the matter shall then be referred by the Section Manager to no later than three working days after the period stated in paragraph (a) of this sub-clause (weekends and holidays excepted). The Section Manager will meet with the employee and the union delegate, if requested by the employee, within two (2) working days (weekends and holidays excepted).
 - (c) If agreement is not reached between the employee and the Section Manager, the matter shall then be referred by the Section Manager to the Site Manager no later than three working days after the period stated in paragraph (b) of this sub-clause (weekends and holidays excepted). At this stage the employee may involve the area union organiser.
 - (d) The Site Manager must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (e) Whilst a procedure outlined in paragraphs (a), (b), (c) and (d) of this subclause are being followed, normal work must continue.
 - (f) The Company may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of step (c) & (d) of the procedure.
- (ii) Procedures relating to concerns about an employee's job performance:
- (a) Where a question, dispute or difficulty arises concerning an employee's job performance or breach of company policy, except for cases of misconduct justifying instant dismissal, a meeting shall take place between the Section Supervisor, the employee and the union delegate if requested by the employee, at which attempts will be made to clarify the area of concern or breach of company policy and will be documented; a program of remedial action will be formulated, e.g. retraining, and a date of review will be set.
 - (b) If resolution is not reached or there is a recurrence of the matter or another infringement, a meeting shall be arranged between the employee and the Section Manager at which attempts will be made, in the presence of the union delegate or independent witness, to clarify the area of concern or breach of company policy and will be documented; a program of remedial action will be formulated, e.g. retraining, and a date of review will be set.
 - (c) If resolution is not reached or there is a recurrence of the matter or another infringement, a further meeting shall be arranged between the employee and the Section Manager at which attempts will be made, in the presence of the union delegate or independent witness, to clarify the area of concern or breach of company policy and will be documented, a program of remedial action will be formulated, e.g. retraining, and a date of review will be set. Further the employee will be reminded of the seriousness of the situation and warned that a further infringements may result in the termination of the employee.
 - (d) While the procedure outlined in this clause are being followed, normal work must continue.
 - (e) The Company may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purposes of each step of the procedure.

- (f) If the matter still cannot be resolved, the matter may be referred to the Industrial Relations Commission of New South Wales.

(iii) Procedures relating to concerns about occupational health and safety issues:

- (a) If an employee considers that any aspect of the work or workplace is not safe, or is a risk to health, the employee should bring it to the attention of the Section Supervisor immediately, and, if appropriate, to the occupational health and safety committee.
- (b) If the matter continues to be unresolved, the Section Supervisor shall refer the matter to the Occupational Health and Safety Manager.
- (c) The Occupational Health and Safety Manager shall provide a response to the issue. If the issue cannot be resolved in the short term, the Occupational Health and Safety Manager must provide reasons for not resolving the issue.
- (d) If the matter still cannot be resolved, the matter may be referred to the Occupational Health and Safety Committee.

23. PARENTAL LEAVE

Subject to the terms of the Industrial Relations Act 1991, employees are entitled to maternity, paternity and adoption leave with the birth or adoption of a child.

24. SAVINGS CLAUSE

- (i) Existing employees as at 10th January 1995 who are being paid a personal merit will continue to receive such payment above the rate for the appropriate classification as a personal payment depending on continued good job performance.
- (ii) All ordinary hours worked on a Saturday and Sunday shall be voluntary for existing weekly employees as at 10th January 1995.

25. AREA, INCIDENCE & DURATION

This is an enterprise agreement made pursuant to the New South Wales Industrial Relations Act 1991 in accordance with the provisions of section 115-142 of the said Act.

- (i) The parties bound to this agreement are Chisholm Manufacturing, a division of Woolworths Limited and the employees employed in the classifications contained herein, for Woolworths Limited trading as Chisholm Manufacturing at the Blacktown Meat Centre.
- (ii) Conditions of employment contained in this agreement apply to the above employees in place of those conditions in the Metal and Engineering (New South Wales) Interim Award and the Electricians (State) Award.
- (iii) This agreement shall remain in force for a period of two years from date of ratification.

This agreement was not entered into under duress by any party to it.
Signed for and on behalf of Chisholm Manufacturing, a division of Woolworths Limited

Signature 

Printed Name and Occupation **ROTHAN G. S. JEFFES - COMPANY SECRETARY**

Witness 


Date **23. 3. 94**

Signed By **Vincent Lesslie.**

Signature 

Printed Name and Occupation **VINCENT LESSLIE Fitter & Machinist.**

Signed By **Raymond James Jones.**

Signature 


Printed Name and Occupation **Raymond JONES Fitter Machinist.**

Signed By **Mark Anthony Glassecock**

Signature 

Printed Name and Occupation

Signed By **Stephen Ross Sinclair**

Signature 

Printed Name and Occupation **STEPHEN SINCLAIR MAINT. FITTER**

Signed By **Kenneth James Moreton.**

Signature 

Printed Name and Occupation **KENNETH JAMES MORETON ELECTRICIAN**

Signed By **Glenn Maurice Ingles.**

Signature 

Printed Name and Occupation **GLENN MAURICE INGLES FITTER & TOR**

Signed By *Sergio Elicesar Mora.*

Signature *[Handwritten Signature]*

Printed Name and Occupation *SERGIO E. MORA MAINTENANCE FITTER*

Signed By *Victor Cerda*

Signature *[Handwritten Signature]*

Printed Name and Occupation *VICTOR CERDA MAINTENANCE FITTER*

Signed By *Robert Hawkes.*

Signature *[Handwritten Signature]*

Printed Name and Occupation *ROBERT HAWKES FITTER*

Witness *[Handwritten Signature]*

Date *16th March 1995*