

ENTERPRISE AGREEMENT

NO: E.A. 403 /1995

DATE REGISTERED: 23-11-95

PRICE: \$ 10-00

MELCANN [CLYDE] ENTERPRISE AGREEMENT - 1995

BETWEEN

MELCANN LIMITED

[ACN 004 941 315]

AND

THE NATIONAL UNION OF WORKERS NSW BRANCH

An Enterprise Agreement determined in pursuance of the provisions of the New South Wales Industrial Relations Act 1991, as amended.

1. ARRANGEMENT

1. Arrangement
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2. INCIDENCE AND PARTIES BOUND

- 2.1 The Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, entered into on the ~~16~~ *16 SEPTEMBER* 1995 between Melcann Limited and the National Union of Workers, [NSW Branch] on behalf of warehouse and production employees and without duress.
- 2.2 The Enterprise: The enterprise for which the agreement is reached is the company known as Melcann Limited, operating from the premises located on Highgate Street, Clyde, NSW, 2144.

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- 2.3 The Occupations: This Enterprise Agreement relates to the occupations of Storeman and Packer [including those certificated to drive a fork lift], engaged for the duties that include receiving, transferring, production and the despatch of company product.

3. **TERM OF AGREEMENT**

This agreement shall be effective from the date of registration and operate from the first full pay period to commence on or after that date and shall remain in force for a period of twelve months.

4. **RELATIONSHIP TO PARENT AWARD**

It has been determined by the parties to this Enterprise Agreement that this agreement shall be read and interpreted in conjunction with the Storemen and Packers General (State) Award and the Storemen & Packers General [State] Wages and Expense Related Allowances Adjustment Award, provided that where there is any inconsistency with any of the conditions within the award, this enterprise agreement shall take precedence.


5. **PURPOSE OF AGREEMENT**

The purpose of this agreement is to set up appropriate conditions of employment for employees that are complementary to the size of the company and to its overall operation providing for wages adjustments that can be off-set against increased productivity and efficiency in the workplace.

6. **HOURS OF WORK**

- 6.1 The ordinary hours of work shall be 38 hours each week, worked on a 7.6 hour day, Monday to Friday, with each employee's start time to be set by the company between the hours of 5.30am and 9.00am.
- 6.2 Subject to discussion with the immediate supervisor or manager, an employee's nominated start time can be changed to suit the needs of the business, provided that at least one complete weeks notice is given.
- 6.3 Start and finishing times are to be recorded on the Bundy clock [or alternative arrangement should the Bundy clock be out of order].

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- 6.4 Employees undertake to be at their workstation dressed to commence work at their appropriate start time and to remain at their workstation at the end of the day until their nominated ceasing time.

7. MEAL BREAKS

- 7.1 Employee meal breaks are to be staggered to enable some staff to be available at all times. The company provides a 10 minute morning tea break [paid] and a 30 minute lunch break [unpaid].
- 7.2 Under usual circumstances, an employee will not be required to work more than 5 hours without taking a break. Should it be necessary for this period to be exceeded, it will be by agreement between the individual employee and the supervisor.

8. WASH-UP TIME

Wash-up and shower times are not included in the hours of work set out in clause 6 herein.

9. OVERTIME

It is agreed that when overtime is required, each employee will be available to work reasonable overtime, Monday to Sunday inclusive.

10. WAGE ADJUSTMENT AND CONDITIONS

Subject to the signing of this Agreement by the parties hereto, the following wages adjustment will be approved:

- 10.1 Except where noted in sub-clause 10.2, an increase in the hourly rate by \$1.00 will be granted to all employees covered by this Agreement, such increase being applied to an employee's existing ordinary rate comprising the award plus overaward rate. The ordinary pay rate for each employee prior to this Agreement is recorded in a written form in the Company's wages records maintained at the Company's Office;
- 10.2 The increase nominated in sub-clause 10.1 herein is to take into account the dirt money allowance as provided for in Table 2 of the award nominated in clause 4 of this Agreement, such allowance being included in the all purposes rate.

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11. GRIEVANCE/DISPUTE PROCEDURE

In the event that a grievance or dispute arises between the employees and the employer, such grievance or dispute will be resolved in accordance with the procedure set out in the award nominated in clause 4 of this Agreement.

12. NO EXTRA CLAIMS

The parties to this Agreement undertake that there will be no extra claims during the nominal term of this agreement except when consistent with State Wage Case decisions.

13. RE-NEGOTIATION OF NEW AGREEMENT

The parties to this Agreement will re-commence negotiations for a new agreement, which could include some form of productivity review, 3 months prior to the end of the nominal term of the Agreement.

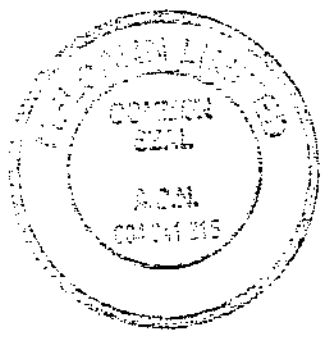
14. SIGNATORIES TO AGREEMENT

Signed for and on behalf of Melcann Limited [Clyde]

Signed..... *[Signature]* (Director)

Witnessed by..... *[Signature]* (Director)

Date..... 11 SEPTEMBER 1995



Signed for and behalf of The National Union of Workers [NSW Branch]

[Signature]
.....
(Secretary)

Witnessed by..... *[Signature]*

date..... 13 - 9 - 95