

ENTERPRISE AGREEMENT

NO: E.A. 84 /1996

DATE REGISTERED: 18-3-96

PRICE: \$ 20-00

September 1995

F J WALKER FOODS (BLACKTOWN) METAL TRADES ENTERPRISE AGREEMENT

1995

1. TITLE

This agreement shall be known as the F J Walker Foods (Blacktown) Metal Trades Enterprise Agreement 1995. This agreement replaces the former agreement 153 of 1994.

2. ARRANGEMENT

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3. INCIDENCE, PARTIES BOUND

This Agreement shall be binding upon F J Walker Foods and on the Company's employees engaged at its manufacturing facility at Blacktown, NSW, who are employed in the occupations or callings set out in Clause 7 of this Agreement, and shall, subject to Clause 5, regulate the rates of pay and conditions of employment of those employees. This Agreement shall also be binding on the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union - New South Wales Branch.

4. DATE OF OPERATION

- a) This agreement shall take effect from the date this Agreement is registered under the Industrial Relations Act 1991, and shall remain in force for one year. This agreement replaces the F J Walker Foods (Blacktown) Engineering Trades Enterprises Agreement 1993 No. 153, which expires on the 6th May 1995.
- b) This Agreement shall be referred to as the F J Walker Foods (Blacktown) Metal Trades Enterprise Agreement, 1995. Both parties agree that this Agreement replaces the F J Walker Foods (Blacktown) Engineering Trades Enterprise Agreement, 1993, No. FA153 and its termination shall take effect from the date of registration of the new Agreement.
- c) Retrospectivity The rates of pay contained in this agreement take effect on and from the first pay period on or after the date of registration. Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with clause 7 of this agreement on and from the first full pay period after the 5th December 1994, or the date of employment whichever is the latter. In addition, the rates of pay for the job title indicated at C17.1)b) will be paid from the first pay period after 13th November 1995 or the date of employment, whichever is the latter.

5. RELATIONSHIP TO PARENT AWARD

The Metal and Engineering Industry (New South Wales) Interim Award will continue to 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.

6. AIM OF AGREEMENT

6.1) F J Walker Foods aims to be a World Class Company and to be the acknowledged leader in the manufacture of high quality processed meat products, and provider of distribution services.

To ensure that your customers are provided with an exceptional quality service, the Company is committed to a philosophy of Managed Process Improvement. To support the policy of continuous improvement the company is pursuing the following policies:

- a commitment to the principles of Total Quality Management through our program of Managed Process Improvement.
- encouraging the personal growth of all team members through active training and development.
- providing our customers with all products and services in an efficient and effective manner.

- conducting ourselves and our operations with integrity and in an ethical manner at all times.
- operating our business to provide appropriate returns to our shareholders.

To achieve this mission, the parties to this award recognise that they must work together as a team.

- 6.2) The aim of the agreement is to ensure the company's long term viability based on producing products of the highest quality at the lowest possible cost, increasing customer service and at the same time providing employees with more rewarding and fulfilling jobs.

6.3 Purpose

This Agreement is established for the purpose of providing necessary and effective manning by award related members of the organisation with metal trades skills. Changes in production shift scheduling have brought about the need to alter manning to provide coverage of metal trades throughout the operation of these shift arrangements. These new shift arrangements for the basis of this undertaking.

As agreed, a trial period of 3 months has taken place, commencing 5th December 1994, which allowed both parties to assess the effectiveness of the changes, as a result of the success of that trial period, it is now possible to enter into a formal Agreement, that represents the views of all parties connected with the Agreement and to have the Agreement registered with the Industrial Commission.

- 6.4) The objectives of this agreement are:
- a) To increase the efficiency and flexibility of the workforce engaged in maintenance activities for the mutual benefit of the parties to this agreement.

b) Develop and increase the benefits of harmonious industrial relations.

6.5) The parties agree to:

- a) Seeking improvements in safety quality, efficiency, housekeeping and work environment.
- b) Taking all steps necessary to avoid any action which may disrupt the process by resolving employee concerns effectively and speedily through full and open communication and agreed consultative, negotiation and grievance procedures.
- c) A job enrichment process for all employees, training to enable them to broaden their skills and enhance their potential to meet the skill needs for the current and future needs of the Company.

- d) Developing a spirit of co-operation, mutual trust and understanding to avoid the possibility of disputation.
- e) Maintaining standards of conduct and attendance to ensure a safe, responsible and efficient operation.

7. INCREASES TO PAY RATES

7.1)a) The following pay increases will apply for the duration of this Agreement.

- 4.5% increase to base rates at the commencement (including the transitional period). This increase to apply from the first full period after 5th December 1994.
- a further 3% from the first pay period on or after 1 month, from the date of registration.
- a further 3% the first pay period on or after 4 months from the date of registration.

Job Title	Current Rate	Pay Period on/after 5.12.94. 4.5%	Pay Period 1 month from date of registration	Pay Period ie. 4 months from date of registration
Fitter, Trades Person Special Class	566.92 (includes \$25 multi-skill allow.)	592.43	610.20	628.51
Fitter, Building Maintenance	507.48	530.32	546.23	562.62
Welder Special Class	477.96	499.47		
Welder 2nd Class	427.12	446.34		
Trades Assistant/Greaser	453.97	474.40		

7.1)b) From the first pay period after 13th November 1995, the job titles Welder, Special Class; Welder, 2nd Class and Trades Assistant/Greaser will be replaced by the job title Welder/Greaser. The following rates will apply to this new job title.

Job Title	Pay Period after 13/11/95	Pay Period 1 month from date of registration	Pay Period 4 months from date of registration
Welder/ Greaser	499.47	514.45	529.88

Allowances

The following amounts will also be payable for licences and certificates listed below:

	<u>Rate Per Week</u>
Leading Hand	29.60
Restricted Electrical Licence	15.00
Refrigeration Licence	25.00
Pneumatic, Hydraulics Certificate	20.00
Forklift Licence	15.00
First-Aid Certificate	15.00

7.2 CROSS SKILLING

- a) Qualified Metal Trades people agree to train non-qualified Metal Trades people to undertake set-up work. Clause 7.1)b) sets out the rates of pay and job title for those employees who agree to undertake such training.
- b) Metal Trades fitters will be required to carry out other duties when and where required, eg plant greasing.

7.3) SHIFT ALLOWANCE

The allowance paid for work on afternoon shift will be increased from 15 to 17% for the 9½ hour shift finishing at 1.00am.

7.4) OVERTIME

Payment for overtime beyond the span of hours for the shift will be on the following basis:

- For overtime worked Monday to Friday, the first 2 hours will be at time and a half, with subsequent hours paid at double time.
- For work on Saturday, the first 3 hours will be worked at time and a half, and any subsequent hours will be paid at double time.

7.5 PRODUCTIVITY MATRIX

Those parties, referred to in clause 3 of this Agreement, consent to their continued participation in the company's productivity matrix. Such consent to be for the period specified by this Agreement.

The existing productivity matrix will be varied by:

- increasing the base payment from \$600.00 to \$660.00.
- and
- increasing the payment per point movement from \$15.00 to \$16.50.

These changes will take effect from the next payment period on the 1st February 1995.

7.6 NO EXTRA CLAIMS

- a) There will be no additional wage increases during the term of the agreement to what has been stated in clause 7.1, except where consistent with a state wage case decision, which adjustment shall be processed by way of variation in accordance with section 125 of the Industrial Relations Act, 1994
- b) There shall be no further claims in relation to conditions during the term of this Agreement.
- c) Where an inconsistency arises under this Agreement and the rates to be proposed by National Competency Standards, the parties to this Agreement undertake to enter into discussions to address any such anomalies.

8. SHIFT ARRANGEMENTS - HOURS OF WORK

Award related members from the Metal Trades agree to the operation of 2 (two) shifts

DAYSHIFT

which will operate from 6.00am to 3.30pm

AFTERNOON SHIFT

which will operate from 3.30pm to 1.00am, the following day

The basis of these shifts will be 9.5 hour, 5 day week, with all shifts operating Monday to Friday, with 1.9 hours per day accumulated for leisure days.

Leisure days will be accumulated to allow for one whole week to be taken off at a time.

Metal Trades members will arrange and provide a roster to enable:

1. 5.00am start for dayshift with any time before 6.00am being paid at overtime rates.
2. Coverage for both day and afternoon shifts.

Such staffing will be to agreed levels.

Alteration or swapping of days including attending work during a "leisure week" will be by mutual agreement with the individual and his/her manager

Hours of Work are based on employees working 9.5 hours per day, Monday to Friday with an accumulation of 1.9 hours per day towards a leisure day. Leisure time is stored up or "banked" to allow for one whole week off at a time. With this arrangement, the basis of the working week is 38 hours.

Therefore the actual averaged hours over a one month period would be less than the minimum ordinary hours required by Section 122 (1) 2 of the Industrial Relations Act of 1991.

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9. SICK LEAVE

To accommodate these new shift arrangements, current "day" entitlements will be converted to hourly equivalents.

For employees with less than one (1) years service, 38 hours available leave for that year.

For employees with one year or more service, 76 hours available per year.

10. ANNUAL LEAVE

Annual Leave will be calculated as per the Annual Holidays Act 1944.

A total of one hundred and fifty two (152) hours annual leave will be allowed for each full year of service.

11. PUBLIC HOLIDAYS

The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Eight Hour Day (or Labour Day), Christmas Day and Boxing Day, or such other days as are generally observed in the locality as a substitute for any of the said days, respectively, and in addition to any special days appointed by proclamation as a Public Holiday throughout the State.

For Public Holiday Rostering, the following payment will be made:

- a) For employees who are rostered and work on a Public Holiday, normal time for the shift plus double time for the actual hours worked.
- b) For employees rostered, but not required to work, payment for the normal rostered hours with 7.6 hours paid and the remainder "banked" for the next leisure day.
- c) For employees rostered off, normal "leisure day bank" payment plus 7.6 hours public holiday payment to weekly wages

12. CONSULTATIVE COMMITTEE

A Consultative Committee is to be established so as to further expand areas of mutual concern and interest. This could include:

- Engineering matters and issues related to Safety and Occupational Health

- Issues related to training and development and the formation of a Training Sub Committee with the specific task of examining and making recommendations related to all aspects of engineering and operational training.

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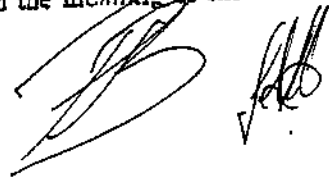
- Engineering matters and issues related to Safety and Occupational Health.
- Issues related to training and development and the formation of a Training Sub Committee with the specific task of examining and making recommendations related to all aspects of engineering and operational training.
- Areas of improvement in the plant and associated equipment.
- Changes to the way work is carried out.
- Hours of duty and rostering of manpower.
- Other means of increasing productivity and efficiency.
- Development of teamwork and alternative responsibility structures.

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- Changes to the way work is carried out.
- Hours of duty and rostering of manpower.
- Other means of increasing productivity and efficiency.
- Development of teamwork and alternative responsibility structures.
- Matters that affect the quality of work life.
- Developing and maintaining better communication between all parties.
- The committee will be comprised of four people, two from management and two from the shop floor.

13. GRIEVANCE AND DISPUTE PROCEDURES

13.1) a) GRIEVANCE PROCEDURE - INDIVIDUAL EMPLOYEE

1. Where an individual employee has a grievance arising from his/her employment, he/she shall notify his/her immediate supervisor and a meeting between them shall be arranged as soon as possible in an effort to resolve the grievance.
2. If the grievance is not resolved under paragraph (1) above, grievance is to be referred by the employee to the manager of the employee's work area who will meet with the employee in an effort to resolve the grievance.
3. Should the grievance remain unresolved under paragraph (2) above, the employee is to refer it to senior management who will investigate the circumstances of the grievance and attempt to resolve it.
4. Should the grievance still not be resolved, either party shall have the right to refer it to the Industrial Relations Commission of NSW for resolution, subject to the provisions of the Industrial Relations Act 1991.
5. Through the above steps the individual employee shall have the right for his/her union delegate to be present.
6. Definition - Grievance: In the subclause "Grievance" includes:
 - (1) a question, dispute of difficulty concerning the interpretation, application or operation of this agreement;
 - (2) alleged discrimination in employment within the meaning of the Anti-discrimination Act 1977



Two handwritten signatures are present at the bottom right of the page. The first signature is large and stylized, while the second is smaller and more legible.

b) DISPUTE PROCEDURE

1. If a dispute arises, the employees concerned and, at their option, their union delegate, shall have the opportunity to raise the dispute with their immediate supervisor.
2. If the dispute is not resolved under paragraph (1) above, the union delegate will raise the matter with the manager of the work area and they will discuss means of resolving the matter.
3. Should the matter be unresolved under paragraph (2) above, the union organiser is to be notified by the union delegate and the organiser will raise the matter with senior management. Discussions will take place aimed at resolving the matter.
4. Should the dispute remain unresolved either party refer it to the Industrial Relations Commission N.S.W. for resolution.
5. Throughout the process of this dispute procedure there should be a commitment to avoid stoppages of work, lockouts or any other ban or limitation on the performance of work whilst the dispute is resolved.
6. Definition - Dispute: In this subclause "dispute" includes the avoidance of questions and difficulties concerning the interpretation, application or operation of this agreement.

14. DECLARATION

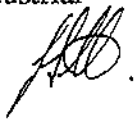
14.1) The parties to this Agreement declare this Agreement is not:

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.

15. NEGOTIATING THE NEXT AGREEMENT

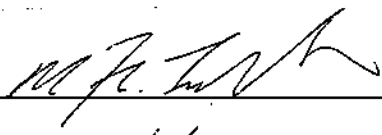
15.1) The parties to this Agreement being F J Walker Foods, the Automotive, Food, Metals, and Engineering Union - New South Wales Branch, agree to commence negotiations on a new Agreement three months prior to the expiry of the F J Walker Foods (Blacktown) Metal Trades Enterprises Agreement 1995.

15.2) 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.

Australia Meat Holdings Pty Limited 

This Agreement is made on Twentythird Day of December 1995.

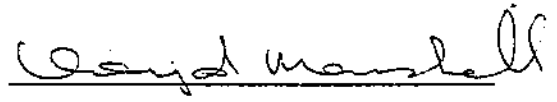
Signed on behalf of the Company:



Date:

23/12/95

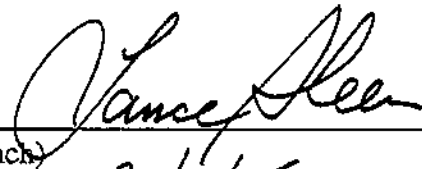
Witnessed on behalf of the Company:



Date:

23/12/95

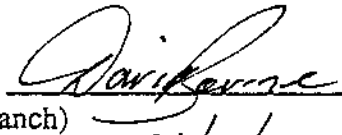
Signed on behalf of the Union (Automotive, Food, Metals and Engineering Union - New South Wales Branch)



Date:

24/11/95

Witnessed on behalf of the Union (Automotive, Food, Metals and Engineering Union - New South Wales Branch)



Date:

24/11/95