

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/135

**TITLE: Melcann Limited - NSW Division Enterprise Agreement  
2003-2005**

**I.R.C. NO:** IRC3/2702

**DATE APPROVED/COMMENCEMENT:** 2 June 2003/1 April 2003

**TERM:** 31 March 2005

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/161

**GAZETTAL REFERENCE:** 18 July 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 5

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Melcann Limited engaged in the bagging, warehousing and distribution of cement products and other products in the Melcann range

**PARTIES:** Melcann Limited -&- the National Union of Workers, New South Wales Branch

# **NORTHERN CO-OPERATIVE MEAT COMPANY LTD (MAINTENANCE & SERVICES) ENTERPRISE AGREEMENT 2002**

## **1. Agreement Title**

This agreement shall be known as the Northern Co-operative Meat Company Ltd (Maintenance & Services) Enterprise Agreement 2002

## **2. Application**

The Agreement shall apply to all employees in the Maintenance & Services sector of the Northern Co-operative Meat Company Ltd and associated works.

## **3. Arrangement**

Clause No.	Subject Matter
1	Agreement Title
2	Application
3	Arrangement
4	Relationship to Award
5	Reduction in Accident Rate
6	Sick Leave
7	Project Work - Public Holidays/Weekends
8	Span of Hours
9	Overtime
10	Annual Leave
11	Salary Sacrifice
12	Payment of Wages
13	Training
14	Travelling
15	New Technology
16	Duration

Wage Rates and Adjustments

Appendix 1

## **4. Relationship to Award**

It is the intention of the parties for this agreement to operate in conjunction with the Northern Co-operative Meat Company Ltd (Maintenance & Services) (State) Award 2000 or any award in substitution thereof. Where as any provision of this agreement is inconsistent with the provisions of the award, then the provisions of this agreement shall take precedence.

## **5. Reduction in Accident Rate**

The maintenance employees as a whole accept the challenge of reducing the accident rate by 35% per year against the average rate lost time injury hours for the previous 2 years. If this were achieved per year then a further 0.5% pay increase would be added. Such reduction program shall be controlled and monitored by a Department based Safety Committee.

## **6. Sick Leave**

Entitlement to Sick Leave: An employee on weekly hire who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own wilful misconduct shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

Subject to the provisions of the *Workers Compensation Act 1987*, the employee shall not be entitled to paid leave of absence for any period in respect of which The employee is entitled to Workers Compensation.

The employee shall within 24 hours of the commencement of such absence inform his/her employer of his/her inability to attend for duty and as far as possible state the nature of his/her illness or incapacity and the estimated duration of same.

The employee shall prove to the satisfaction of his/her employer (or, in the event of a dispute, to the Industrial Relations Commission of New South Wales), that: the employee was unable to account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Where the employee has more than three single sick leave days in any 12 month period, satisfactory proof of illness or injury shall be by way of a doctor's certificate.

An employee shall not be entitled to leave in excess of the following:

- (1) After 13 continuous weeks service with the employer, 5 days of ordinary working time shall be allotted. Up until the 13 weeks an employee is not entitled to any sick leave. From 13 weeks until the 12 month anniversary of their employment only the 5 days are available as sick leave.
- (2) On the first and subsequent anniversary dates of his/her employment with the employer, 10 days of ordinary working time will be allotted.
- (3) If the employee accumulates in excess of 240 hours sick leave, anything in excess of 240 hours sick leave will be paid out on the following anniversary of his/her employment date.

## **7. Project Work - Public Holidays and Weekends**

The maintenance employees will supply labour for any project, whether maintenance or capital, on public holidays and weekends.

The number of employees so required to work will be agreed in consultation with the Chief Engineer and the consultative committee.

No employee will be required to work more than 3 public holidays in any 1 calendar year.

Employees who work on a public holiday in accordance with this clause shall be paid at time and one half and be given another agreed day off with pay.

No project work will be undertaken on Christmas Day, Boxing Day or Good Friday.

Employees that are required to work beyond 8 hours on a public holiday under this clause shall be paid double time and a half until they cease work.

## **8. Span of Hours**

8.1 The maintenance employees will modify the span of hours to suit the following:

Span of hours clause can only be implemented Monday to Friday, excluding weekends and public holidays. After eight hours work penalty rates apply, time and a half, double time etc as per award. Also

this clause would only be applicable when a department has been shut down, eg, smallstock changeover, FS3.

8.1.2 The number of employees so required to work will be agreed in consultation with the Chief Engineer and the consultative committee.

8.1.3 An employee working more than 8 ordinary hours on a day shall be paid overtime.

8.1.4 This clause can only be implemented when the Company's consultative committee is in agreement with management that the work to be carried out is deemed to be a major project at the Cassino site only, and for a maximum duration of 10 working days.

8.1.5 This clause shall only apply when a department on the site has been shut down, e.g. Smallstock changeover.

## **9. Overtime**

### **9.1 Sharing Overtime**

All maintenance employees agree to share overtime workload when preparing the plant for review audits, major projects and unforeseen circumstances.

### **9.2 Banked Overtime**

The parties agree that maintenance employees will have the opportunity to bank "double time" overtime.

Any banked overtime will be by agreement between the maintenance supervisor and the individual.

For every hour at "double time" worked the accrual will equate to the dollar value of time and a half. All time accrued will be a monetary value only to a maximum of one normal week's base rate. Any monies held will be at the dollar value and not based on hours, and are not subject to any changes in wage rates or any other increases.

Upon reaching the accrued monetary value of one week's base rate. The employee has two (2) calendar months to arrange either payment or to take the time off in lieu.

## **10. Annual Leave**

An employee shall be paid in accordance with the *NSW Annual Holidays Act 1944*.

The 17.5% loading has been incorporated into the employee's hourly rate of pay, and is therefore no longer paid as an additional payment for annual leave. Therefore it is recognised that the leave loading incorporated into the hourly rate, will always be in lieu of the 17.5% annual leave loading.

## **11. Salary Sacrifice**

A salary sacrifice system for superannuation will be introduced in line with current Australian Taxation Legislation. It will be offered to all maintenance employees on a voluntary basis. The salary sacrifice amount would be based on the employee's gross pay and is only available for payments made into the employee's existing company superannuation fund.

Salary sacrifice will be offered to all maintenance employees on a voluntary basis. This would be a percentage of gross pay at the employee's discretion and is only available for payments into their existing company superannuation fund and must be preset for twelve months.

## 12. Payment of Wages

The Company's pay period shall Monday to Sunday with payday being Thursday of each week, provided that if the Thursday is a public holiday, payment shall be made on the previous working day.

## 13. Training

All maintenance staff will be trained in procedures for early start-ups in the boning room. This will also include all trades in balanced work groups.

For the purposes of striving for continual Occupational Health and Safety (OH&S) improvement, both the Company and its maintenance personnel will be committed to undertake OH&S training.

A disconnect/reconnect electrical course will be made available to those tradespersons who are competent and are willing to undertake the course. The Company will cover the cost of the course fees.

Appropriate training to be made available to competent Fitters in basic PLC operations and fault analysis.

Carpenters to increase their skills in other areas through appropriate training. E.g. scaffolding, welding and sheetmetal. These measures will improve utilization of labour, which will result in fewer call outs.

## 14. Travelling

The Company will produce a policy regarding travel allowances when maintenance staff are required to use their own vehicles for company business. The Company will ensure that all insurance areas are covered when a maintenance employee is using their own vehicle for company business during company paid time. Exceptions will apply where an employee has committed a breach of the NSW Motor Traffic Act.

## 15. New Technology

Engine Drivers and Boiler Attendants are required to embrace any new technology in the monitoring refrigeration system. This includes the installation of a computer in the boiler house and a laptop computer supplied to the incumbent engine driver to monitor the refrigeration system from home in order to determine if and when call out is necessary.

## 16. Duration

This Agreement will operate from the beginning of the first full pay period on or after the 6<sup>th</sup> July 2002 and will remain in force for 3 years.

Maintenance EBA for 2002	Appendix 1						
Wage rate as at 30/06/2002							
Award	170 C7	171 C8	172 C9	173 C10	174 C11	175 C12	176 C13
	17.9797	17.2912	16.6012	15.9117	14.186	13.0767	12.0252
Fitter	719.19	691.65	664.05	636.47			
Electrician	719.19	691.65	664.05	636.47			
Plumber	719.19	691.65	664.05	636.47			
Carpenter	719.19	691.65	664.05	636.47			
Engine driver				636.47	567.44		
Boiler attendant					567.44	523.07	
Tades assistant					567.44	523.07	481.01
Apprentices - % of c10							
1st year - 39%	6.2056						
2nd year - 52%	8.2741						
3rd year - 70%	11.1382						

4th Year - 76%	12.0929						
Wages as at W/e: 08/07/02 (with leave loading incorporated and 3.5%)							
Award	170 C7 18.8595	171 C8 18.1373	172 C9 17.4135	173 C10 16.6903	174 C11 14.8802	175 C12 13.7166	176 C13 12.6136
Fitter	754.38	725.49	696.54	667.61			
Electrician	754.38	725.49	696.54	667.61			
Plumber	754.38	725.49	696.54	667.61			
Carpenter	754.38	725.49	696.54	667.61			
Engine driver				667.61	595.21		
Boiler attendant					595.21	548.66	
Trades assistant					595.21	548.66	504.54
Overtime rate "191" C8 + \$91.40/38= \$ 21.4971							
Wages as of 8 July 2003 - 3.5 % increase							
Award	170 C7 19.4973	171 C8 18.7506	172 C9 18.0024	173 C10 17.2547	174 C11 15.3834	175 C12 14.1804	176 C13 13.0401
Fitter	779.89	750.02	720.096	690.19			
Electrician	779.89	750.02	720.096	690.19			
Plumber	779.89	750.02	720.096	690.19			
Carpenter	779.89	750.02	720.096	690.19			
Engine driver				690.19	615.336		
Boiler attendant					615.336	567.22	
Trades assistant					615.336	567.216	521.60
A further .5% will apply at this date if the accident rate is reduced as per agreement							

Executed as an Agreement

Signed for Northern Co-operative Meat Company Limited By its representative in the presence of:

National Meat Association of Australia