

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/211

**TITLE: Northern Co-Operative Meat Company Ltd (Maintenance & Services) Enterprise Agreement 2005**

**I.R.C. NO:** IRC6/1413

**DATE APPROVED/COMMENCEMENT:** 23 March 2006 / 6 July 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/153.

**GAZETTAL REFERENCE:** 16 June 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 8

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Northern Co-Operative Meat Company Ltd., located at Summerland Way, Casino NSW 2470, who are engaged in the Maintenance & Services sector of the company, who fall within the coverage of the Northern Co-operative Meat Company (Maintenance and Services) (State) Award 2003.

**PARTIES:** Northern Co-Operative Meat Company Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The New South Wales Plumbers and Gasfitters Employees' Union

***NORTHERN CO-OPERATIVE  
MEAT COMPANY LTD  
(MAINTENANCE & SERVICES)  
ENTERPRISE AGREEMENT 2005***

**1. Agreement Title**

1.1 This agreement shall be known as the Northern Co-operative Meat Company Ltd (Maintenance & Services) Enterprise Agreement 2005

**2. Application**

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

2.2 The parties to this agreement are:

- i) Northern Co-operative Meat Company Ltd (“the Company”)
- ii) Australian Manufacturing Workers Union (“AMWU”)
- iii) Construction, Forestry, Mining and Energy Union (“CFMEU”)
- iv) Electrical Trades Union of Australia (“ETU”)
- v) Communications, Electrical and Plumbing Union (“CEPU”)
- vi) All employees engaged in any of the occupations, industries or callings specified in the Parent Award, whether members of any organizations of the employees or not (“the employees”)

**3. Arrangement**

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## **4. Relationship to Award**

- 4.1 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 2003 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.
- 4.2 Employees' conditions of employment will not be diminished or undermined in relation to application of this Agreement.

## **5. Duration**

- 5.1 This Agreement will operate from the beginning of the first full pay period on or after the 6<sup>th</sup> July 2005 and will remain in force for 3 years to increase stability in the workforce.

## **6. Sick Leave**

- 6.1 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:
- 6.2 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.
- 6.3 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.
- 6.4 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.

- 6.5 An employee shall not be entitled to leave in excess of the following:
- 6.5.1 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.
  - 6.5.2 On the first and subsequent anniversary dates of his/her employment with the employer, 10 days of ordinary working time will be allotted.
  - 6.5.3 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**

- 7.1 The maintenance employees will supply labour for any project, whether maintenance or capital, on public holidays and weekends.
- 7.2 The number of employees so required to work will be agreed in consultation with the Chief Engineer and the consultative committee.
- 7.3 No employee will be required to work more than 3 public holidays in any 1 calendar year.
- 7.4 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.
- 7.5 No project work will be undertaken on Christmas Day, Boxing Day or Good Friday.
- 7.6 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:
  - 8.1.1 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 The maintenance employee's agree to work extended and alternative hours on the railway line chiller removal and robot marshalling area to enable this job to be fast tracked. This includes changing of shifts within our span of hours and working public holidays except Christmas day, Boxing Day and Good Friday.
- 8.1.5 The maintenance employee's agree to cover pre-starts in CHT and the floors as we do in the boning room as required with agreement from the consultative committee.
- 8.1.6 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.
- 8.1.7 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**

- 9.1.1 The parties agree that maintenance employees will have the opportunity to bank "double time" overtime.
- 9.1.2 Any banked overtime will be by agreement between the maintenance supervisor and the individual.
- 9.1.3 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.
- 9.1.4 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**

- 10.1 An employee shall be paid in accordance with the NSW Annual Holidays Act 1944.
- 10.2 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**

- 11.1 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.
- 11.2 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**

- 12.1 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**

- 13.1 The maintenance employee's agree to embrace training as directed by NCMC to further improve skill levels in the workplace, which will benefit NCMC.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 The maintenance employee's agree to be fully involved in the companies various Safety and OH&S committees, to look at safety issues in the workplace and promote health and safety. This should reduce LTI's and costs associated with them.

- 13.6 The maintenance employee's agree to multiskill into other areas incidental to their job. This includes painting, sheet metal work, gyprock laying and setting, brickwork, hard plastering, welding etc.
- 13.7 Appropriate training to be made available to competent Fitters in basic PLC operations and fault analysis.
- 13.8 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**

- 14.1 The maintenance employee's agree to use their vehicles for company business by mutual agreement. This includes picking up and transportation of company equipment within reason. The company to pay for mileage at the going rate as per the Australian Tax Departments schedule. This clause is dependant on the company putting in writing the verbal commitment to replace any stolen personal equipment (tools) from their vehicle while carrying out company business (as long as due care has been taken to protect the equipment).
- 14.2 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**

- 15.1 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. Choice of Superannuation Fund**

- 16.1 All employees will have the right to choose a superannuation fund for their 9% compulsory employer contribution, subject to it being a fund that complies with the compulsory superannuation legislation.

**Sign for and on behalf of the Northern Co-operative Meat Company Ltd by its representative in the presence of:**

\_\_\_\_\_  
Chief Engineer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sign for and on behalf of the Australian Manufacturing Workers' Union (AMWU) in the presence of:**

\_\_\_\_\_  
State Organisator/Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sign for and on behalf of the Construction, Forestry, Mining and Energy Union (CFMEU) (NSW Branch) in the presence of:**

\_\_\_\_\_  
State Organisator/Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Sign for and on behalf of** the Electrical Trades Union of Australia (ETU) (New South Wales Branch) in the presence of:

\_\_\_\_\_  
State Organisator/Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Sign for and on behalf of** the Communications, Electrical and Plumbing Union (CEPU) (NSW Branch) in the presence of:

\_\_\_\_\_  
State Organisator/Secretary

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date