

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/310

**TITLE:** New Food Coatings Workplace Development Agreement  
2004

**I.R.C. NO:** IRC4/5905

**DATE APPROVED/COMMENCEMENT:** 18 October 2004 / 27 May 2004

**TERM:** 24 months.

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/310

**GAZETTAL REFERENCE:** 17 December 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by New Food Coatings Pty Limited, located at 31B and 32 Davis Road, Wetherill Park, NSW, 2164, who fall within the coverage of the Grocery Products Manufacturing (State) Award

**PARTIES:** New Food Coatings Pty Ltd -&- the National Union of Workers, New South Wales Branch

# **NEW FOOD COATINGS PTY LIMITED WORKPLACE DEVELOPMENT AGREEMENT 2004**

## **PART 1**

### **APPLICATION AND OPERATION OF AGREEMENT**

#### **1. Agreement Title**

This document shall be referred to as the New Food Coatings Workplace Development Agreement 2004 (the "Agreement".)

#### **2. Arrangement**

This Agreement is arranged as follows:

### **PART 1**

#### **APPLICATION AND OPERATION OF AGREEMENT**

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2. Arrangement
3. Anti-Discrimination
4. Period of Operation
5. Parties Bound
6. Relationship to Parent Award
7. Aims and Objectives of Agreement
8. Renegotiation

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#### **COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

9. Procedures for the Avoidance of Industrial Disputes
10. Site Consultative Committee and Workplace Consultation

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#### **EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

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19. Attendance at Work

PART 7

TRAINING AND RELATED MATTERS

20. Training And Related Matters

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PART 9

AGREEMENT COMPLIANCE AND UNION RELATED MATTERS

22. Deductions of Fees
23. Right of Entry
24. Time and Wages Record
25. Union Representation
26. Union Membership - Freedom of Association

Appendix A - JCC Constitution

Appendix B - Wage Rates

**3. Anti-Discrimination**

- 3.1 It is the intention of the respondents to this Agreement to achieve the principal object in s.3(g) of the *Workplace Relations Act* 1996 (the "Act") through respecting and valuing the diversity of the workplace by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2 Accordingly, in fulfilling their obligations under clause 9 - Procedures for the Avoidance of Industrial Disputes - all parties must make every endeavour to ensure that neither this Agreement nor its operation are directly or indirectly discriminatory in their effects.
- 3.3 Nothing in this clause is to be taken to affect:
  - 3.3.1 Any different treatment (or treatment having different effects) which is specifically exempt under the Commonwealth anti-discrimination legislation;
  - 3.3.2 An employee, employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
  - 3.3.3 The exemptions in ss.170CK (3) and (4) of the *Workplace Relations Act* 1996.

#### **4. Period of Operation**

This Agreement shall commence on and from 27th May 2004 and shall remain in force until 26th May 2006.

#### **5. Parties Bound**

5.1 The parties to this Agreement are:

New Food Coatings Pty limited (ACN 51 002 604 042) (the "Company");

New Food Coatings Pty Limited employees, whether they are members of the Union or not, and who are engaged in any of the occupations, industries or callings specified in the Grocery Products Manufacturing (State) Award (formerly the Starch and Condiment Makers (State) Award) and

The National Union of Workers - New South Wales Branch (the "Union")

5.2 This Agreement shall apply at the premises of New Food Coatings Pty Limited, 31B & 32 Davis Road, Wetherill Park, New South Wales, 2164.

5.3 All conditions of this Agreement shall be adhered to, except if agreed otherwise by the Company, the Union and the majority of those who are subject to this Agreement.

5.4 The parties acknowledge that this Agreement was entered into without duress and in the spirit of co-operation between them.

#### **6. Relationship to Parent Award**

This Agreement shall be read and interpreted wholly in conjunction with the Grocery Products Manufacturing (State) Award, as varied during the life of this Agreement, provided that where there is any inconsistency between this Agreement and such award, this Agreement shall take precedence to the extent of the inconsistency.

#### **7. Aims and Objectives of Agreement**

7.1 This Agreement is entered into between the parties with the primary aim of ensuring that the Company, its employees and the union cooperatively work to improve the productivity, efficiency and profitability of the site.

7.2 The parties covered by the Agreement also agree to positively assist in implementation of international best practise philosophy within the Company whereby the Company and its employees undertake business activities which will lead to sustainable world class outcomes in quality and customer service, flexibility, timeliness, innovation and cost competitiveness and are committed to:

- a) Maintaining a safe working environment for all employees and working to reduce the number of injuries and illnesses.
- b) Working together to increase job security, job satisfaction and training, and provide satisfactory career opportunities to provide a motivated, multi skilled and flexible work force committed to achieving a high level of performance.
- c) Improving productivity, reducing absenteeism, and ensuring a reduction in and/or elimination of rejects and rework batches.
- d) Co-operating positively to implement work practices that are flexible and meet both the requirements of the Company and the employees within the Company.
- e) Developing and supporting effective communication systems with all employees.

- f) The parties covered by this Agreement agree to adopt and maintain work practices that will ensure continued certification and or accreditation by both ISO, HACCP and AIB.

## **8. Renegotiation**

- 8.1 Whilst there shall be no extra claims specifically related to the terms and conditions of this Agreement, the parties agree to commence negotiations for a new Agreement to succeed this Agreement, at least 3 months prior to the nominal expiration date of this Agreement. The parties intend to conclude these negotiations prior to the nominal expiration date.
- 8.2 Should negotiations for a new collective agreement not be finalised prior to the nominal expiry date of this Agreement, the rates of pay and conditions prescribed in this Agreement will continue to be observed for all employees by the parties.

## **PART 2**

### **COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

#### **9. Procedures for the Avoidance of Industrial Disputes**

The objective of this procedure is to resolve grievances and/or disputes by means of consultation, co operation and discussion at the lowest possible level (that is, at the source of the grievance) so as to ensure uninterrupted service to customers, avoid disruption to the performance of work and the consequential loss of production and wages.

Should the issue not be able to be resolved informally, the parties shall observe the following procedure:

**Step 1:**

In the event that an employee has a grievance, the employee should resolve the grievance with their immediate Team Leader.

**Step 2:**

If the dispute has not been resolved at Step 1, the employee and the Team Leader will raise the grievance with the Operations Manager. The employee may request the union delegate to be present at this meeting.

**Step 3:**

If the dispute is not resolved at Step 2, the grievance will be referred to the Joint Consultative Committee for assistance in resolving the dispute.

**Step 4:**

If the dispute has not been resolved at step 3, the Union Delegate may request the services of the appropriate Union official. The dispute shall then be discussed between Management and an appropriate officer of the union and the JCC Members

**Step 5:**

In the event that the issue is unresolved from Step 4, the matter in dispute shall be referred to the New South Wales State Industrial Relations Commission ("IRC") to conciliate in relation to the issue. If the issue is not resolved by conciliation, the IRC shall deal with the issue by arbitration and its decision, subject to any appeal that may exist under the Act, shall be final and shall be accepted by the parties.

It is agreed that work will continue normally while a grievance or dispute is being processed.

## **10. Site Consultative Committee and Workplace Consultation**

### **10.1 Joint Consultative Committee**

A Joint Consultative Committee ("JCC") has been formed and is responsible for overseeing the implementation of this Agreement to ensure that the Aims and Objectives of this Agreement and its objectives are achieved.

The Company, the employees and the Union will support the JCC's activities and its outcomes.

The JCC will comprise representatives of management and elected work place nominees. Meetings will be held quarterly or as otherwise determined.

A copy of the constitution of Joint Consultative Committee is attached at Appendix A.

### **10.2 Production Meetings**

10.2.1 The parties agree to support the effective working of a Production Meeting Group. This meeting will be attended by:

Employee Representatives of the Joint Consultative Committee (if required)

Team Leaders

Maintenance Officer (if required)

Operations Manager

Operations Quality Officer

Personnel and Best Practice Manager

QC Coordinator

10.2.2 It is intended the meeting will be held weekly (or as required). The objective of the Production Meeting is to:

- (a) Increase the flow of information between the parties covered by the Agreement, provide feedback on past operational performance and discuss forthcoming production schedules.
- (b) Ensure efficient production utilising AIB Good Manufacturing practices.
- (c) Minimize raw material disruption.
- (d) Facilitate discussions on a variety of matters including time keeping, shift rosters, customer complaints, equipment etc.

## **PART 3**

### **EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

#### **11. Employment Categories**

##### 11.1 New Food Coatings Level 1

###### 11.1.1 General

- a) An adult employee recruited into the Company who is unable to meet the competence requirements of Level Two will remain on probation until such time as they have satisfactorily completed the following (such induction period not to exceed three months):

An induction program covering:

- i) Basic Occupational Health and Safety
  - ii) First Aid
  - iii) Conditions of Employment
  - iv) Company Policies/Objectives; and
  - v) Workplace training to meet the requirement of being able to competently perform within the scope of Level Two.
- b) An employee at this level -
    - i) Exercises minimal judgement
    - ii) Works under direct supervision

##### 11.2 New Food Coatings Level Two

###### 11.2.1 General

- a. An employee at this level performs utility (general hand) functions at the Company's premises at Wetherill Park, and in so doing:
- b. Works under direct supervision
- c. Is responsible for the quality of work
- d. Exercises minimal decision making, and
- e. Is able to communicate in the English language in a written and oral form.

###### 11.2.2 Typical Tasks

- a) Assist in blending plant tipping/blending of ingredients and packing off finished product.
- b) Operates on the J-line at the robot workstation and/or conveyor exit.
- c) Operates on the dryer, feeding bread into the mill/dryer and packing off finished product

### 11.2.3 Typical Qualifications

(Refer to Job Descriptions in Quality Manual)

- a) Forklift Drivers Log

## 11.3 New Food Coatings Level Three

### 11.3.1 General

- a) An employee who at the Company's premises at Wetherill Park, within the job responsibility,
  - i) Works under general supervision.
  - ii) Is responsible for the quality of work.
  - iii) Has limited decision making.
  - iv) Is able to communicate in the English language in a written and oral form.
  - v) Understands and follows AIB Good Manufacturing Practices.

### 11.3.2 Typical Tasks

- a) Japanese Crumb Dough Mixer (where this forms a substantial part of the job) in addition to tasks performed under Level Two J-line Operations.
- b) Operating Dryer (where this forms a substantial part of the job) in addition to tasks performed under Level Two Dryer operations
- c) Greasing and oiling equipment, assisting trades person with maintenance.

### 11.3.3 Typical Qualifications

(Refer to Job Descriptions in Q.A. Procedures Manual)

- a) Forklift License

## 11.4 New Food Coatings Level Four

### 11.4.1 General

- a) An employee who, at the Company's premises at Wetherill Park, within the job responsibility,
  - ii) Works under general supervision
  - iii) Is responsible for the quality of work, and
  - iv) Has limited decision making
  - v) Is able to communicate in the English language in a written and oral form.
  - vi) Understands and follows AIB Good Manufacturing Practices.



#### 11.4.2 Typical Tasks

- a) Weighing up ingredients for dry mix plant (where this forms a substantial part of the job) in addition to tasks performed under Level Two Dry Mix Operations.
- b) Greasing and oiling equipment, assisting trade persons with maintenance.

#### 11.4.3 Typical Qualifications

(Refer to Job Descriptions in Q.A. Procedures Manual)

- a) Forklift License
- b) Demonstrated ability to understand English language

### 11.5 New Food Coatings Level Five

#### 11.5.1 General

- a) An employee who at the Company's premises at Wetherill Park, within the job responsibility,
  - i) Works under limited supervision
  - ii) Supervises/leads the work of other employees
  - iii) Is responsible for the quality of their own work and the work of their team
  - iv) Exercise initiative in performance of their duties
  - vi) Is able to communicate in the English language in a written and oral form.
  - vii) Understands, follows and enforces AIB Good Manufacturing Practices.

#### 11.5.2 Typical Qualifications

(Refer to Job Descriptions in Q.A. Procedures Manual but including)

- a) Completion of approved course in the development of basic supervision/leadership skills, for example TAFE Supervision Certificate or equivalent.
- b) St. John Ambulance First Aid Certificate in order to act as first aid attendant.
- c) Forklift License

### 11.6 New Food Coatings Level Six

#### 11.6.1 General

- a) An employee who at the Company's premises at Wetherill Park, within the job responsibility,
  - i) Works under limited supervision
  - iii) Supervises/leads the work of other employees (more than 7 members in the team)
  - iv) Is responsible for the quality of their own work and the work of their team.
  - v) Exercises initiative in performance of their duties.

- vi) Is able to communicate in the English language in a written and oral form.
- vii) Understands, follows and enforces AIB Good Manufacturing Practices.

#### 11.6.2 Typical Qualifications

(Refer to Job Descriptions in Quality Manual but including)

- a) Completion of approved course in the development of basic supervision/leadership skills, for example TAFE Supervision Certificate or equivalent.
- b) St. John Ambulance First Aid Certificate in order to act as first aid attendant.
- c) Forklift License

#### 11.7 Casual Employees

11.7.1 The Company will ensure that NFC EBA benefits are paid to casual employees to the same extent that they would apply to direct hire casuals.

11.7.2 A Company casual worker shall become a full time employee of the Company, after 3 months continuous service, if the vacancy of a permanent position exists.

### **12. Redundancy**

- 12.1 If any redundancies occur over the life of the Agreement they will be handled sensitively and with full Union involvement.

### **13. Transmission of Business**

- 13.1 This Agreement shall apply to any successor, assignee or transmittee of all or any of the work.

## **PART 4**

### **WAGES AND RELATED MATTERS**

#### **14. Classifications and Wage Rates**

- 14.1 It is recognized that the Award Classifications in some instances do not represent the duties carried out by New Food Coatings employees given the unique character of our operations. It is also recognized the skills standards required within the Company may vary from job to job.

The skill standards are established recognizing working conditions, performance and competency required.

No employee will have their rate of pay reduced as a result of these changes. For the life of this Agreement Allowance A of the NFC Workplace Development Agreement 1995, and Allowance A of the NFC Workplace Agreement 1997 will continue to be paid to employees who received the allowance under previous Agreements. It is not the intention of this Agreement to extend payment of either Allowance A to any other existing or future employee.

The Joint Consultative Committee will review Job Classifications and Allowances of employees on a quarterly basis to ensure employee skills and qualifications are accurately reflected. As part of the review the Committee will consult with the employee's immediate Team Leader. An employee will require three months satisfactory actual performance of the tasks prior to being promoted to a new classification. The committee will explore all opportunities for employees to pursue higher classification and development of a stimulating and rewarding work environment.

Where employees are temporarily (more than four hours on any one day or more than a total of twenty four hours in any one week) required to perform duties relating to a higher classification (typically holiday leave) they will be paid at the higher classification.

#### 14.2 Wage increases

During the term of this Agreement, all employees shall have their base wage rate increased as follows:

4.0% as from May 27th 2004; then a further

4.0% as from May 27th 2005

### **15. Allowances**

#### 15.1 The following allowance will apply to those eligible employees:

St. John Ambulance First Aid Certificate: An allowance of \$12.00 per week.

Multi-skilled Allowance - \$6.00 per week

Lifting Allowance - \$5.00 per week.

## **PART 5**

### **HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK**

#### **16. Hours of Work**

16.1 Standard working hours will be 38 hours per week, spread over 4 days per week

16.2 The days at normal hours will be worked as set out below:

- a) 9.5 hours per day for 4 days;
- b) between Monday and Friday;
- c) within the span of hours as per the award.

16.3 Different methods of implementation of the 38-hour week may apply to various groups or sections of employees within the establishment concerned.

#### **17. Breaks**

17.1 A single daily unpaid meal break shall be allowed for a minimum of 30 minutes or such other period as may be agreed upon between the Company and the employee or between the Company and the majority of employees concerned.

17.2 An employee is not required to work for more than five ordinary hours without a meal break unless otherwise agreed. The time of the break for a particular day may be varied to meet the needs of the enterprise.

#### **18. Overtime**

18.1 Payment for working overtime

18.1.1 All work done outside ordinary hours shall be overtime and shall be paid at a rate of time and a half for the first 2 hours then double time thereafter. In respect of overtime worked on a Saturday, payment shall be made at the appropriate rate as for a minimum of three hours worked,

except in the case of a shift worker continuing on overtime after having finished his ordinary hours of work on a Saturday. In the computation of overtime, each shift shall stand-alone.

18.1.2 An employee shall not be paid overtime for work on any day until the employee has worked the equivalent of his ordinary hours for the day. This provision is intended to apply in circumstances where the employees are late for work or are unlawfully absent during the day.

## 18.2 Call Back

18.2.1 Where, after having left their place of employment, an employee is recalled to work from their home, the employee shall be paid for at least three hours' work at the appropriate rate, except where such a recall occurs within one hour of the employee's normal commencement time. In such case overtime rates shall apply until normal commencement time and then ordinary rates shall be payable.

## 18.3 Rest period after overtime.

18.3.1 An employee who works so much overtime between the termination of ordinary hours of work on one day or shift and the commencement of ordinary hours of work on the next day or shift that the employee has not had at least ten consecutive hours off work duty between those times shall, subject to this clause, be released after the completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for working ordinary time occurring during such absence. If on the instructions of the Company such an employee resumes or continues to work without having had such ten consecutive hours off duty, the employee shall be paid at double ordinary rates until the employee is released from duty for such a period and shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

## 18.4 Reasonable overtime.

18.4.1 The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

18.4.2 Such reasonable overtime may also be worked on Saturday or Sunday.

# **PART 6**

## **LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **19. Attendance at Work**

19.1 Every employee shall at the commencement and conclusion of their work, record their attendance by swiping through the Bio-recognition system installed for such a purpose.

19.2 Employees must be dressed ready for work and ready to enter the production areas before they swipe in. Any employee who swipes in prior to being dressed and ready to commence work will face disciplinary action.

19.3 The Company reserves the right not to pay employees who do not record their attendance, until they have provided suitable written evidence of their attendance at work. Subsequent payment will be provided in the next available pay.

19.4 Each week, the Operations Manager or designate will review the swipes for production staff for that week and confirm accuracy of swipe times (i.e. time employees were ready to commence work). Where there are discrepancies between the swipe time and the time verified by the Team Leader, The Company will discuss the problem with the employee and may deduct the payment amounting to the difference between the swipe time and the time verified by the Team Leader/Supervisor. (i.e. Employee will be paid from the time they appear at on the floor, not from swipe time.)

## **PART 7**

### **TRAINING AND RELATED MATTERS**

#### **20. Training**

- 20.1 The Company recognizes that training is the fundamental vehicle for long term success and is committed to the development of skills and knowledge of its employees both by training and job rotation. This commitment to training will be a joint one with employees, and accordingly, employees who are so willing will be required to participate in internal and external training as detailed in New Food Coatings Training Plans.

All employees covered by this Agreement are encouraged to participate in training and development programs to ensure an agreed level of multi-skilling is achieved by the end of the Agreement.

This level will enable all employees to effectively operate any plant and/or equipment as required within their job specification (refer to NFC Q.A. Manuals).

It is the intention of the Company to ensure that supervisory skills and computer literacy are at an acceptable level for all team leaders.

## **PART 8**

### **OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES**

#### **21. Occupational Health and Safety**

##### **21.1 Fire Wardens**

Before an employee can be appointed a fire officer in accordance with this clause, the employee must be prepared for the appointment through the completion of a training program conducted by local fire fighting authorities and should include:

- \* Emergency evacuation procedures and evacuation action
- \* Factors necessary for combustion
- \* Classification of fires
- \* Causes of fires
- \* Fire prevention requirements
- \* Portable fire equipment - identification, uses and methods of operation
- \* Fire exit drill
- \* Elementary first aid for fire or smoke inhalation victims.

## **PART 9**

### **AGREEMENT COMPLIANCE AND UNION RELATED MATTERS**

#### **22. Deductions of Fees**

- 22.1 Where written authority is provided by the worker, the Company will deduct Union membership fees from the employees salary or wages and remit them, along with a schedule of contributions, to the Union at regular intervals.

#### **23. Right of Entry**

- 23.1 An authorised Union representative is entitled to enter at all reasonable times upon the premises and to interview any employees, but not so as to interfere unreasonably with the Company' s business.

**24. Times and Wages Records**

24.1 The Company is required to keep time and wages records showing the name of each employee, hours worked each day, and the wages overtime and allowances (if any) paid each week. These records are to be made available for inspection by an authorised representative of the Union.

**25. Union Representation**

25.1 Delegate

The Company recognizes the Union delegate who is elected by the employees as the on-site representative of the Union.

25.2 Delegate leave

The parties agree to 4 days per year for NUW meetings plus a reasonable number of additional days up to a maximum of 6 per year, as agreed by management on a case by case basis and provided sufficient notice is given.

**26. Union Membership - Freedom of Association**

27.1 Consistent with the provisions of the *Workplace Relations Commonwealth Act* 1996 the Company recognizes and supports the right of the employees covered by this Agreement to:

- a) join the Union, and
- b) exercise all rights pertaining to their membership.

Signed on the 8<sup>th</sup> day of September 2004

For and on behalf of New Food Coatings Pty Limited

By:

.....

L. Leighton

.....

(Print Name)

Operation Managers

.....

(Title)

For and on behalf of the Joint Consultative Committee and the employees of New Food Coatings Pty Limited

By:

.....

.....

(Print Name)

(Print Name)

.....

.....

(Title)

(Title)

For and on behalf of the National Union of Workers - NSW Branch

.....

Derrick Belan

.....

(Print Name)

State Secretary

.....

(Title)

## **APPENDIX A**

### **NEW FOOD COATINGS PTY LIMITED**

#### **JOINT CONSULTATIVE COMMITTEE CONSTITUTION**

**April 2004**

##### **Functions of the Joint Consultative Committee**

The Joint Consultative Committee (the "JCC") will hear reports by management and employee representatives on the functioning of the Enterprise Development Agreement (the "EBA").

The JCC will review and measure progress towards the objectives set out under the EBA.

Management representatives will be prepared to report on future plans, organizational changes proposed, industry situation and other relevant matters which affect the wellbeing and interest of the employees.

Employee representatives will be prepared to report on the morale and attitudes of the employees and on any other matters brought before the JCC for discussion and resolution.

The objective of the JCC is to reach agreement and to make recommendations to senior and group management on matters affecting workplace performance. Senior and group management will endeavour to take into account as far as possible the views of the employees, as brought to the JCC, and the JCC's deliberations and recommendations when making business decisions which affect workplace performance.

##### **Structure**

The JCC shall consist of 3 management and 3 elected employee representatives.

Elected employee representatives will retain their positions on the JCC for the duration of the existing EBA. Their positions shall be declared vacant and a fresh election made at the termination of each EBA.

The JCC shall have the power to co-opt personnel for advisory purposes on special issues in order to expedite JCC business.

##### **Meetings**

Meetings of the JCC will be held at least once in each consecutive 3 month period.

##### **Quorum**

A quorum shall consist of 2 management and 2 employee representatives.

Each JCC member shall nominate an alternate to serve on the JCC in the member's absence.

## **Chairperson**

The chairperson of the JCC shall be nominated by group management from one of the management representatives.

The chairperson shall have the same voting rights as other JCC members

The chairperson shall act as spokesperson for the JCC and shall call all meetings of the JCC.

The chairperson's duties on the JCC shall be:

- To open the meeting and follow the agenda

- To maintain order in the meeting

- To lead the meeting, encourage participation and allow all members the opportunity to put their views

- To close the meeting and set the date, time and place for the next meeting

## **Secretary**

The secretary of the JCC shall be nominated by group management from one of the management or employee representatives.

The secretary shall have the same voting rights as other JCC members

The secretary's duties on the JCC shall be:

- To prepare the agenda for each meeting and to circulate it at least 1 working day prior to the meeting

- To take the minutes of each meeting and to circulate them to JCC members within 5 working days of the completion of each meeting

## **Committee Members**

The JCC members shall carry out their duties in a responsible and honest manner.

Their duties on the JCC are:

- To represent the views and opinions of those they represent, not just their personal views and opinions

- To attend each meeting on time on the date and time and at the place advised

- To forward their apology to the secretary at least 2 hours before the meeting, if unable to attend

- To study the agenda before the meeting and to prepare themselves with notes, so that they can make contributions briefly and clearly (perhaps with illustrations) on matters affecting those employees they represent

- To communicate with those they represent to establish their views and opinions on the agenda items.

- To provide feedback after each meeting to those they represent, subject to maintaining confidentiality on any matter which the chairperson requests they hold confidential.

## **Agenda**

The agenda shall be prepared and distributed by the secretary to all JCC members at least 1 working day prior to each meeting



Any JCC member may submit agenda items to the secretary for inclusion in the next JCC meeting agenda. Items submitted shall be accompanied by relevant brief information, stating the reasons for their inclusion.

Issues of importance, although not included in the agenda, may be raised at any meeting by any members and, with the approval of the JCC, may be discussed during the meeting.

Provision shall be made in the agenda to review decisions and action points from previous meetings to confirm that they have been acted on or are being acted on and to confirm who is responsible for progressing unfinished matters.

### **Minutes**

The secretary shall take the minutes of all JCC meetings.

The secretary shall circulate a draft of the minutes to each JCC member within 5 days of the completion of each meeting and shall obtain each members' approval of the draft before publishing the minutes on notice boards.

The minutes shall include:

- A record of those present and absent for the meeting

- A record of the unfinished items brought forward from previous meetings and of the progress towards completing them

- A record of the matters discussed

- A list of action points and responsibilities for unfinished items

- The date, time and place of the next meeting

### **Resources**

Members of the JCC shall have the right to access the following facilities and resources:

- A lockable filing cabinet for JCC business papers

- Word processing, spread sheeting and photocopying facilities as required

- A meeting room

### **General**

Employee representatives on the JCC shall be entitled to be paid at applicable rates when preparing for and attending JCC meetings.

Management undertakes not to dismiss, or cause harm to, an employee representative, or to alter his/her employment position to his/her detriment, by reason of the fact that he/she is a member of the JCC.

All members of the JCC shall be entitled to appropriate training, the range of which is to be decided by the JCC, with the objective of ensuring that all JCC members have the opportunity to perform their duties as JCC members to the best of their ability. Employee representatives shall not be required to undergo such training in their own time and shall not be subjected to any financial disadvantage as a result of taking part in such training.

## APPENDIX B

### NEW FOOD COATINGS PTY LIMITED WORKPLACE DEVELOPMENT AGREEMENT

#### Base Wage Rates

Level	Hourly rate after 27tg May 2004	Hourly rate after 27th May
Induction	\$15.38	\$15.99
2	\$16.62	\$17.28
3	\$17.01	\$17.69
4	\$17.51	\$18.21
5	\$18.74	\$19.48
6	\$19.65	\$20.43