

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/68

**TITLE: FJ Walker Foods (Maintenance Workers) Blacktown Agreement 2003**

**I.R.C. NO:** IRC4/842

**DATE APPROVED/COMMENCEMENT:** 5 March 2004/1 January 2004

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/8

**GAZETTAL REFERENCE:** 16 April 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of FJ Walker Foods, a division of Australia Meat Holdings Pty Limited

**PARTIES:** F.J. Walker Foods a division of Australia Meat Holdings Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

# **F J WALKER FOODS (MAINTENANCE WORKERS) BLACKTOWN AGREEMENT 2003**

## **1. Title**

- 1.1 This Agreement shall be referred to as the F J Walker Foods (Maintenance Workers) Blacktown Agreement 2003.

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## **3. Application of the Agreement**

- 3.1 This Agreement shall apply at the F J Walker Foods site at Blacktown, NSW and at which the provisions of the Electricians (State) Award and the Metal & Engineering Industry (State) Award, as applicable, would otherwise apply. The Agreement shall apply to those employees performing duties within the scope of the classification structure of this Agreement.
- 3.2 This Agreement shall replace the FJ Walker Foods (Maintenance Workers) Blacktown Agreement 2002.

#### **4. Parties Bound**

- 4.1 The parties bound by this Agreement are:
  - 4.1.1 F J Walker Foods, a Division of Australia Meat Holdings Pty. Limited; and
  - 4.1.2 The Electrical Trades Union, New South Wales Branch (hereinafter the Union); and
  - 4.1.3 All employees engaged in work of any of the classifications contained within this Agreement.

#### **5. Date and Period of Operation**

- 5.1 This Agreement will apply from the beginning of the first pay period to commence on or after 1 January 2004 and shall remain in force thereafter for a period of 3 years. The agreement shall expire on the 31 December 2006.

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

- 6.1 This Agreement shall prevail over the relevant Parent Awards to the extent of any inconsistency.
- 6.2 In relation to any matter in respect of which this Agreement does not make provision the terms of the Award shall apply to all employees.
- 6.3 Definitions

"Parent Awards" means:

- the Electricians, &c. (State) Award; and
- the Metal, Engineering and Associated Industries (State) Award.

#### **7. No Extra Claims**

- 7.1 It is a condition of this Agreement that for its duration, there shall be no extra claims unless such claims are consistent with the principles of applicable State Wage Case decisions.

#### **8. Purpose**

- 8.1 The purpose of this Agreement is to record those matters that have been specifically agreed by the parties, arising from the 2003 enterprise bargaining process.

#### **9. Not to be Used as a Precedent**

- 9.1 This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other AMH site, plant or enterprise.

#### **10. Renegotiation of Agreement**

- 10.1 It is agreed that the parties will commence the process of renegotiation of a new Agreement during the month of September 2006.

#### **11. Grievance and Dispute Resolution Procedure**

- 11.1 Subject to the relevant provisions of the *Industrial Relations Act* 1996, any dispute arising in relation to this Agreement or its operation, shall be dealt with as follows:

Step 1

The site union representative and the appropriate supervisor will attempt to resolve the matters in dispute, by way of discussions.

Step 2

In the event of a failure to resolve the matter at the job level, as per Step 1, the matter shall then be referred to local management and an organiser of the union, who will hold discussions forthwith in an endeavour to resolve the matter.

Step 3

Should the matter remain unresolved after following the requirements of Step 2, it may be referred to the Secretary of the union (or his/her representative) and senior management, who will confer forthwith.

Step 4

In the event that the matter cannot be resolved by way of each of the previous steps, either party may refer the matter to the Industrial Relations Commission of NSW for resolution.

All work shall continue as normal while these negotiations are taking place.

**12. Anti-Discrimination**

- 12.1 It is the intention of the parties to this Agreement 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.
- 12.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the parties must make every endeavour to ensure that neither the provisions of the Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 12.3 Nothing in this clause is taken to affect:
  - 12.3.1 Any different treatment (or treatment having different effects) that is specifically exempted under the Commonwealth or State anti-discrimination legislation.
  - 12.3.2 The setting of appropriate junior rates of pay.
  - 12.3.3 The rights of an employee or the employer pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

**13. Increases to Rates of Pay**

- 13.1 It is agreed that the following percentage wage increases shall apply during the life of this Agreement. The table of weekly wage rates, which, reflects these increases, appears as Appendix 1 to the Agreement.

	First full pay period on or after 1/1/2004	First full pay period on or after 1/1/2005	First full pay period on or after 1/1/2006
Wage Increase (%)	4%	4%	4%

- 13.2 Freezer Allowance - Special Circumstance Payment
  - 13.3.1 Any maintenance employee who is required to perform work in the Mycom and/or Frigoscandia units shall be entitled to receive an allowance of \$5.00 per day, on days on which they are actually performing such work. Such allowance shall not be all-purpose.

This allowance shall be in lieu of any similar allowances that may otherwise apply under the parent awards.

#### **14. Pay Week**

- 14.1 The pay week for employees covered by this agreement shall begin on Monday and cease on the following Sunday.

#### **15. Salary Sacrificing**

- 15.1 Subject to the rules of the relevant superannuation fund(s), employees may, at their option, sacrifice some of their wages as superannuation contributions.
- 15.2 Subject to the rules of the relevant superannuation fund(s), employees may sacrifice any bonus payments which they receive as superannuation contributions. In accordance with Australian tax law requirements, an employee must make the election to sacrifice bonus payments at the beginning of the financial year in which such payments commence

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

- 16.1 The ordinary hours of work available under this clause are intended to reflect the following arrangements:

- 16.1.1 Hours of work arrangements that apply to maintenance employees as at the date of the coming into effect of this Agreement.
- 16.1.2 Hours of work arrangements that may be applied, in the event of the company's manufacturing plant moving to either a 5- or 6-day per week production operation, during the nominal term of this Agreement.
- 16.1.3 It is acknowledged that the implementation of the rostering flexibilities which are provided for in this provision may give rise to hours of work patterns which are different to those which applied in the past.

- 16.2 Rostering of Hours

Subject to the further provisions of this clause it is agreed that the 38 ordinary hours of work per week may be rostered on the following basis:

- 16.2.1 4-Day Week

Where the company elects to operate its Production Plant over 4 days per week, the maintenance roster shall be established so as each individual permanent maintenance employee shall be rostered to work on the basis of 9.5 ordinary hours per day, 4 days per week, Monday to Friday (inclusive). Each such employee may be rostered to work on either day or afternoon shift. It is noted that at the time of the making of this Agreement, this roster arrangement reflects the current practice relating to maintenance employees.

- 16.2.2 Span of Ordinary Hours

It is agreed that the ordinary hours for day shift employees may be rostered to commence at 5.00am, Monday to Friday inclusive. It is further agreed that the ordinary hours for afternoon shift employees may be rostered to end at up to 1.00am, Tuesday to Saturday inclusive.

- 16.2.2.1 Notwithstanding the commencement of ordinary hours for day shift employees being 5.00am, it is agreed that any ordinary hours which are worked between 5.00am and 6.00am, Monday to Saturday inclusive, shall be paid at the rate time and a half.

16.2.2.2 All time worked in excess of the 9.5 ordinary hours of work each day, as prescribed by 16.2.1, shall be paid at the relevant overtime rates as prescribed by this Agreement and/or the parent award.

16.2.3 5-Day Week

Subject to the qualifications relating to existing employees, where the company elects to operate its Production Plant over 5 days per week, the maintenance roster shall be established so that each permanent maintenance employee shall be rostered to work on the basis of 9.5 ordinary hours per day, 4 days per week, Monday to Saturday (inclusive). Each such employee may be rostered to work on either day or afternoon shift. Where this roster option is implemented, the following additional provisions shall apply:

16.2.3.1 The provisions of this subclause may only be introduced where the company introduces production over 5 days of the week, Monday to Friday. This provision will not apply in the case of an employee who elects to work flexible hours in accordance with clause 17 of this Agreement.

16.2.3.2 Employees will be given a minimum of 1 month's notice, in writing, of the intention to introduce or discontinue this roster arrangement.

16.2.3.3 All permanent maintenance employees who were employed by the company prior to 1 January 2004 will not be rostered to work ordinary time on a Saturday, unless such employee has specifically requested to do so.

16.2.3.4 The span of hours during which employees may be rostered at ordinary time shall be the same as those which appear at 16.2.2.

16.2.3.5 Where individual employees wish to change the day they are rostered off, the following shall occur:

- (i) The employee may swap days with another employee from a different shift, provided that each employee has comparable skills. Further, no employee may swap days with another employee in such a way that it will have the effect of either or both employees working more than 38 ordinary hours in the week concerned. Employees may not swap days unless prior approval has been given by management.

16.2.3.6 Employees who are employed after 1 January 2004 may be rostered to work their ordinary hours over any day of the week Monday to Saturday inclusive.

16.2.3.7 Where ordinary hours are worked by an employee pursuant to this clause on a Saturday, payment shall be at the rate of time plus 50% for each ordinary hour worked.

16.2.4 6-Day Week

Subject to the qualifications relating to existing employees, where the company elects to operate its Production Plant over 6 days per week, the maintenance roster shall be established so as each individual permanent maintenance employees work is rostered on the basis of up to 9.5 ordinary hours per day, 4 days per week, Monday to Sunday (inclusive). Each such employee may be rostered to work on either day or afternoon shift. Where this roster option is implemented, the following additional provisions shall apply:

16.2.4.1 The provisions of this subclause may only be introduced where the company introduces production over 6 days of the week, Monday to

Saturday. This provision will not apply in the case of an employee who elects to work flexible hours in accordance with clause 17 of this Agreement.

- 16.2.4.2 Employees will be given a minimum of 1 month's notice, in writing, of the intention to introduce or discontinue this roster arrangement.
- 16.2.4.3 All permanent maintenance employees who were employed by the company prior to 1 January 2004 will not be rostered to work ordinary time on a Saturday or Sunday, unless such employee has specifically requested to do so.
- 16.2.4.4 The span of hours during which employees may be rostered at ordinary time shall be the same as those which appear at 16.2.2, with the addition that for employees who are employed after the 1 January 2004 such span shall also include Saturday and Sunday.
- 16.2.4.5 Where individual employees wish to change the day, they are rostered off, the following shall occur:
  - (i) The employee may swap days with another employee from a different shift, provided that each employee has comparable skills. Further, no employee may swap days with another employee in such a way that it will have the effect of either or both employees working more than 38 ordinary hours in the week concerned. Employees may not swap days unless prior approval has been given by management.
- 16.2.4.6 Employees who are employed after 1 January 2004 may be rostered to work their ordinary hours over any day of the week Monday to Sunday inclusive.
- 16.2.4.7 Where ordinary hours are worked by an employee pursuant to this clause on a Saturday or Sunday, payment shall be at the rate of time plus 50% for each ordinary hour worked.

### 16.3 Sufficient Labour

It is a condition of this Agreement that the union and each employee that is covered by the Agreement undertakes to ensure that sufficient labour, as required by the employer, is provided so as to ensure that production/maintenance requirements are met at all times.

- 16.4 Nothing in clause 16, Hours of Work shall limit the right of an employee to exercise his/her right to work flexible hours in accordance with clause 17, Flexible Hours of Work. In such cases the provisions of clause 16 will not apply to such employee(s).
- 16.5 The company shall have the right to roster an employee for up to 9.5 consecutive hours of overtime on any day, Monday to Sunday inclusive. Where an employee is rostered to work overtime as provided herein, and such overtime is subsequently not provided, the company will be liable for payment for the rostered hours, as if the employee had worked such hours.
- 16.6 The right of the company to roster employees for up to 9.5 consecutive hours of overtime is not to be construed in such a way so as to limit the total overtime in any week to 9.5 hours only. It will continue to be a requirement for employees to work reasonable overtime in order to meet the needs of the business.
- 16.7 Where an employee's roster has been established on the basis of either a 4-, 5- or 6-day week as permitted under this clause, the company may only alter the days on which an employee works under such roster by the giving of a minimum of 7 days' notice to the employee concerned. Where an employee is given notice to change rostered days in accordance with this provision, he/she shall have the

right to raise any personal or family circumstances that genuinely affect his/her ability to make such roster change, subject to the following:

- 16.7.1 If required by the company to do so, the employee shall substantiate the reasons that are relied upon for not changing rosters.
- 16.7.2 If the employee fails to substantiate the reasons as cited at 16.7.1 above, the employer may implement the proposed roster change.
- 16.7.3 Notwithstanding the above subclauses, an employee shall not unreasonably refuse a roster change as set out in 16.7.

### **17. Facilitative Provision - Flexible Hours of Work**

- 17.1 Notwithstanding the provisions of clause 16, Hours of Work, the working of flexible hours in accordance with the following conditions may be introduced:
- 17.2 The working of flexible hours shall be by agreement between the company and the employee(s) concerned.
- 17.3 Each arrangement shall be reviewed at least 3 months after it has been introduced and, if either party no longer wishes to continue with the arrangement, it shall cease.
- 17.4 Ordinary hours may be worked up to 12 hours per day, Monday - Saturday inclusive.
- 17.5 Overtime rates shall be paid with respect to all hours, which are worked outside of the rostered ordinary hours.
- 17.6 If an employee is required to work on a non-rostered day, Monday - Friday inclusive, Saturday overtime rates shall apply.
- 17.7 All such arrangements shall be documented and signed by the parties, with a copy to be retained on the employee's personnel file. The parties agree that this provision is not intended as a mechanism to introduce AWA's into the workplace.
- 17.8 The parties to this Agreement undertake that, should such flexible hours arrangements be made that may be otherwise contrary to the provisions of this Agreement or the parent award, their implementation will not be taken as being a breach of this Agreement or the parent award and no claim may be made by any employee for any additional payment or penalty that may have otherwise applied but for the implementation of such flexible hours of work arrangement.

### **18. Annual Leave**

- 18.1 Subject to the following provisions, annual leave shall accrue and be taken in accordance with the *Annual Holidays Act 1944* (NSW).
- 18.2 Use of Annual Leave to Cover Periods of Absence Due to Illness
  - 18.2.1 An employee who has no sick leave entitlement remaining to his/her credit shall not be entitled to claim payment for annual leave for any day or days during which the employee is absent due to illness, subject to the following:
  - 18.2.2 Such non-payment will apply notwithstanding that the employee may have obtained a medical certificate covering the said employee for the period of absence.
  - 18.2.3 Management may waive this provision in circumstances where the employee is able to demonstrate that the reason for such absence has arisen from an ongoing medical condition for which the employee has been receiving regular and ongoing treatment.



18.2.4 It is agreed that management will take a common sense approach in the implementation of this provision and all cases shall be judged on their "individual merits."

### 18.3 Annual Shut-Down

The company intends to introduce a process of 2 shut-downs per year as follows:

18.3.1 A shut-down during the Christmas and New Year period.

18.3.2 A shut-down in approximately September/October of each year for approximately a 2 week period.

18.3.3 In order to maximize the quantity and quality of maintenance work that can be completed during the periods of plant shut-down, it has been agreed that limitations shall be placed upon annual leave that may be taken by maintenance employees during such periods as follows:

18.3.3.1 Christmas/New Year Shut-Down - the union and employees guarantee that a minimum of 2 fitters, 1 electrician and one trades assistant will be available for work during this shut-down.

18.3.3.2 September/October Shut-Down - no employees may take annual leave.

18.3.3.3 Outside of the periods identified at subclauses 18.3.3.1 and 18.3.3.2, priority will be given to approving requests by employees for annual leave and such requests shall not be refused other than for pressing operational business reasons, or for reasons where other maintenance employees have already been granted annual leave for corresponding periods.

## 19. Notification of Absences

19.1 It is agreed that, where an employee is absent on any day, and such absence is not as a result of scheduled leave (i.e. annual leave, long service leave, etc.), then such employee shall be required to notify of such absence, giving the reason and expected duration of such absence, prior to the commencement of the employee's rostered ordinary hours on the first day of such absence. Where the employee fails to provide the notice as is required by this provision, then such employee shall forfeit payment of sick leave for such day.

## 20. Carer's Leave

20.1 An employee other than a casual is entitled to use up to 40 hours of their accrued sick or annual leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

20.2 Notice required

Before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.

20.3 The notice must include:

20.3.1 the name of the person requiring care and support and his or her relationship to the employee;

20.3.2 the reasons for taking such leave; and

20.3.3 the estimated length of absence.

20.4 Evidence supporting claim

The employee must, if required by the employer, establish by production of a medical certificate, the illness of the person concerned and that the illness is such as to require care by another. A statutory declaration will not be accepted as appropriate evidence.

20.5 Immediate family or household

The entitlement to carer's leave is subject to the person in respect of whom the leave is taken being either:

20.5.1 a member of the employee's immediate family; or

20.5.1 a member of the employee's household.

20.6 The term "immediate family" includes:

20.6.1 spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and

20.6.2 child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee spouse of the employee.

20.7 The term "household" shall mean persons living in the same domestic dwelling and who are members of the same family as defined above. It shall not mean persons living in the same domestic dwelling under a shared accommodation arrangement.

**21. Facilitative Provision - Special Occasions**

21.1 Where it is agreed between the company and its employees that a special occasion exists and agreement is reached between the company and its employees that special arrangements be made, those arrangements may be made provided that the company's production, delivery and business requirements are not affected.

21.2 The parties to this Agreement undertake that, should such arrangements be made that may be otherwise contrary to the provisions of this Agreement or the parent award, their implementation will not be taken as being a breach of this Agreement or the parent award and no claim may be made by any employee for any additional payment or penalty that may have otherwise applied but for the implementation of such arrangement.

**22. Picnic Day**

22.1 It is agreed that employees covered by this agreement shall take, and be paid for, their Picnic Day/Additional Public Holiday, in conjunction with a period of annual leave, subject to the following requirements:

22.1.1 The Picnic Day must be taken, and paid for, in the year in which it fell due.

22.1.2 If at the end of a calendar year, an employee has not taken or received payment for the Picnic Day, the company shall pay out to each eligible employee, an amount that is equivalent to the monetary value of any untaken Picnic Day. Payment for such day shall be at ordinary time rates of pay.

22.1.3 Where the Picnic Day is taken in conjunction with a period of annual leave, payment for such day shall not include annual leave loading.

### 23. Trade Union Training Leave

- 23.1 It is agreed that the company shall release eligible employees to attend trade union training, subject to the following qualifications:
- 23.1.1 The right to such leave shall be limited to no more than 1 employee in any one calendar year.
  - 23.1.2 Only duly elected site union delegates shall be eligible to request such leave.
  - 23.1.3 The delegate shall be entitled to a maximum of one week (38 ordinary hours) of such leave in each calendar year. Such leave shall not be cumulative, year-to-year.
  - 23.1.4 The company shall pay to the delegate, for the period of absence, an amount of wages that is equivalent to their ordinary time earnings.
  - 23.1.5 The company will not be responsible for any costs that are associated with the attendance of a delegate at such training.
  - 23.1.6 The company shall be provided with as much notice of such training, as is reasonably possible. However, where the company is provided with less than 4 week's notice, it shall be the right of the company to refuse such leave.
  - 23.1.7 The company will be consulted as to the content of any proposed training and will be provided with a course outline, at the time that notice of the intention to commence such leave, is given.
  - 23.1.8 It shall be the right of the company to refuse to authorise such leave, if the taking of such leave would cause difficulty to the business or was intended to occur at a time of peak business activity.

### 24. Redundancy Process and Severance Pay

- 24.1 The company agrees, that in circumstances where any employee is to be made redundant, the company shall observe the following severance pay provisions, which have been based on those, which appear in the *NSW Employment Protection Act 1982*.
- 24.2 Scale of Severance Pay

Length of Continuous Service	If Employee Under 45 Years of Age	If Employee 45 Years of Age or More
Less than 1 year	Nil	Nil
1 year or more but less than 2 years	4 weeks' pay	5 weeks' pay.
2 years & more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years & more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years & more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years & more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years & more	16 weeks' pay	20 weeks' pay

- 24.3 Redundancy Process

It is further agreed that in circumstances where redundancies are to occur, the following process shall be observed:

- 24.3.1 Discussions - Where the company has made a definite decision that it no longer wishes the job an employee has been doing done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of

employment, the employer shall hold discussions with the union and the employees directly affected.

24.3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision, which would invoke the provisions of paragraph 24.3.1 above. Such discussions shall include the reasons for the proposed redundancies and any measures which may avoid or mitigate against the proposed redundancies.

24.3.3 For the purposes of the discussions referred to at subclauses 24.3.1 above, the employer shall, as soon as is practicable, provide written confirmation to the affected employees and the union, relevant information relating to the following:

24.3.3.1 The reasons for the proposed redundancies.

24.3.3.2 The number and categories of employees likely to be affected.

24.3.3.3 The number of employees normally employed.

24.3.3.4 The likely period over which the redundancies are to occur.

24.3.3.5 Provided further that the company shall not be required to provide information of a confidential nature if to do so, would be to the detriment of the business.

#### 24.4 Process of Selecting Employees

Where redundancies are to occur, they shall be firstly offered on a voluntary basis. Such basis to operate in relation to the department, section or trades in which the redundancies are to occur.

24.5 If insufficient numbers of employees indicate a willingness to accept voluntary redundancy, then selection shall be on the basis of merit, in which case seniority shall also be given consideration, having regard to all other factors being equal.

#### 24.6 Severance Pay

24.6.1 Severance monies shall be paid in accordance with the above-mentioned scale.

24.6.2 Severance monies shall be paid at the employee's appropriate ordinary time rate of pay.

24.6.3 For the purposes of this provision, the term "ordinary rate of pay" shall mean the employee's ordinary weekly rate for the classification in which he or she is employed, any shift loadings which are ordinarily paid to the employee with respect to ordinary hours of work, and an average of any work related allowances, earned by the employee in the 4 weeks immediately preceding the date of termination.

#### 24.7 Notice of Termination

Where an employee is to be made redundant, notice or pay in lieu thereof shall be as follows:

Years of Service	Weeks of Notice
Less than 1 year	1 weeks notice
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

Where at the time of giving notice, the employee is 45 years of age or older and has at least 2 years of continuous service, such employee shall be entitled to an additional 1 week of notice.

24.8 Employee Leaving during Notice Period

An employee whose employment is terminated for reasons arising from redundancy may give notice of resignation during the period of notice as prescribed above. In such circumstances the employee will still be entitled to payment of the severance monies prescribed above; however the employee shall not be entitled to any payments in lieu of notice.

24.9 Time Off during Notice Period

During the period of notice of termination prescribed above, the employee shall be allowed up to 1 day per week of notice, as paid time off work, for the purpose of attending interviews and/or appointments relating to the seeking of alternative employment. Payment for such time off work shall be at the employee's ordinary time rate of pay.

24.9.1 The days prescribed in paragraph 24.9 above shall not be cumulative from week to week.

24.9.2 In order to be entitled to payment for the time claimed in accordance with subclause 24.9, the employee shall be required to provide documented proof of their attendance at an interview or appointment. A statutory declaration shall not be accepted as sufficient proof for the purposes of this provision.

24.10 Financial and Career Advice/Counselling

Where more than 20 employees are made redundant in accordance with these provisions, the company shall arrange for professionals in the areas of financial planning and vocational counselling to attend the premises for a day, for the purpose of providing advice and assistance to interested employees.

24.11 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new lower classification rate for the number of weeks of notice still owing.

24.12 Alternative Employment or Incapacity to Pay

The employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee or if the employer can demonstrate a genuine incapacity to pay.

24.13 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies dismissal, including malingering, inefficiency, neglect of duty or misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

**25. Introduction of New Technology**

25.1 When new technology is introduced into the business, the company shall hold discussions with the employees and their delegates, as a means of explaining the new technology.

25.2 Should the introduction of the new technology require employees to use or acquire skills which are above those that they currently have, discussions shall occur in relation to the matter. Such discussions shall focus on issues related to training and development needs, which shall be required by employees arising from the introduction of the new technology.

## **26. Performance of Duties**

- 26.1 It is agreed that employees may be required to perform any duties that are within the limits of the employees' skills, qualifications and training.
- 26.2 Employees shall also comply with the requirements of all in-house company policies, procedures and manuals relating to the following operational areas:
  - 26.2.1 Workplace Health and Safety.
  - 26.2.2 Human Resources
  - 26.2.3 Training
  - 26.2.4 Food Safety and HACCP

## **27. Provision of Medical Certificates**

- 27.1 It is agreed that employees shall be required to provide medical certificates to the company, to explain absences from work, in the following circumstances:
  - 27.1.1 For all absences of 2 consecutive days or more.
  - 27.1.2 Where an employee has a satisfactory attendance record, such employee will not be required to provide a medical certificate to substantiate single day absences. Notwithstanding this provision, it shall be the right of the company to require an employee to provide the company with medical certificates to substantiate single day absences, where in the opinion of the company such employee does not have a satisfactory attendance record. Where it is a requirement for an employee to provide a medical certificate pursuant to this clause or under the provisions of the parent award, such medical certificate(s) must be provided by the employee to the employer in order for the employee to be eligible to receive payment of sick leave.
  - 27.1.3 For the purpose of this provision the word "day" shall also be taken to mean "part of a day".

## **28. Implementation of Computerised Maintenance Management System**

- 28.1 It is the intention of the company to more efficiently utilize the Computerised Maintenance Management System (MEX) in its day-to-day maintenance activities. The provisions of this clause shall also apply in the event that the company subsequently introduces a computerized maintenance system other than MEX and in which case this clause shall be read to include the name of the new system, in lieu of the MEX system.
- 28.2 It is agreed that relevant maintenance employees shall be trained in the operation and use in the MEX system. It is further agreed that, having satisfactorily completed such training, the employees may be required to use the MEX system for the maintenance management purposes, including but not limited to, the following:
  - 28.2.1 Stores, stock & inventory control.
  - 28.2.2 Stock adjustment.
  - 28.2.3 Purchase ordering.
  - 28.2.4 Work sheets.

- 28.3 Employees may also be required to complete purchase order/request and report documentation that is relevant to the MEX system. Where required to do so, employees will complete such documentation in a timely and accurate manner so as to ensure that the MEX system can be continually updated.

### **29. Contractor/Labour Hire Protocol**

- 29.1 The company agrees that it shall consult with the union and its employees with respect to the establishment of a contractor protocol.
- 29.2 If it is intended that the company shall utilize contractors to perform maintenance work at times that are outside of the ordinary working hours of the maintenance employees, the following will apply:
- 29.2.1 Existing maintenance employees shall be given the opportunity to perform such work, provided that they are appropriately qualified and trained to do so.
- 29.2.2 Where employees have been given the opportunity to perform such work in accordance with 29.2.1 above and decline to do so, it shall be the right of the company to engage an appropriate contractor for the purpose of performing such work.

### **30. Consultation Process - Productivity Matrix and Payments**

- 30.1 It is acknowledged that, over a period of many years, the maintenance employees have received a performance-based payment that is in line with that which applies to production and distribution employees. It is also acknowledged that the performance criteria via which the productivity payments are measured are largely not applicable to the maintenance employees.
- 30.2 Having regard to the above point, the parties have agreed as follows:
- 30.2.1 That they will consult with a view to creating a productivity matrix system that is relevant to the maintenance employees and in which they are able to have an influence on the performance areas.
- 30.2.2 Either party may initiate the consultations referred to at 30.2.1 above, at any time during the life of this Agreement.
- 30.2.3 That the current system shall continue to be observed with respect to the maintenance employees until such time as a new system has been negotiated and agreed in accordance with this clause.

### **31. Post-Trade Training**

- 31.1 The company both encourages and supports employees with respect to the enhancement of their skills and qualifications via post trade training. As such, the parties have agreed to the following provisions:
- 31.2 Approved Courses

A course of study may attract company assistance if it is clearly related to an employee's present position or if it can be demonstrated to be part of a logical career progression within the company and subject to prior approval by the company before study commences.

- 31.2.1 Eligible Employees

All employees covered by this Agreement have an equal opportunity with respect to applying and/or being nominated to participate in the further training.

#### 31.2.2 Applications

All applications under this provision are to be submitted in writing to the Engineering Manager and the Operations Manager. Applications must be lodged at least 4 weeks prior to the date upon which the course is scheduled to commence.

#### 31.3 Factors to be Considered

In approving an application for assistance under this provision, the following factors shall be considered:

- 31.3.1 Past and present performance of the employee.
- 31.3.2 Relevance of the proposed course of study to the employee's current position or logical career path.
- 31.3.3 The likelihood of the employee being able to successfully complete the course of study.
- 31.3.4 The extent of the impact on the business and the employee's ability to perform his/her duties in conjunction with or arising from undertaking the study.

#### 31.4 Monitoring Progress

The site Engineering Manager must monitor the employee's progress in accordance with this provision and ensure that the appropriate records are maintained in relation to the employee's progress.

#### 31.5 Deferring Studies

An employee who has commenced a course of study or training in accordance with this provision and who subsequently seeks to defer such studies or training, can only do so with the approval of the Engineering Manager and the Operations Manager.

#### 31.6 Reimbursement

The company will reimburse to the employee the value of the following expenses:

- 31.6.1 Compulsory course registration fees.
- 31.6.2 Tuition and course fees.
- 31.6.3 Purchase price of compulsory textbooks.
- 31.6.4 Amounts specified above shall be reimbursed to the employee retrospectively upon the successful completion of each subject. The employee shall be required to provide documented proof of the successful completion of the subject in order to claim reimbursement.
- 31.6.5 Where a subject has not been successfully completed, the employee will not be eligible to claim reimbursement for any costs that are associated with that subject.
- 31.6.6 For the purpose of this provision, the term successfully completed shall mean that the employee has achieved as a minimum requirement, a Pass or its equivalent for each subject studied.

#### 31.7 Attendance at Classes/Training

It is expected that the courses of study will generally occur on a part-time basis with attendance at the relevant institution occurring outside of normal working hours. Where classes occur outside of normal working hours, employees will not be entitled to payment for such time of attendance. Attendance at classes during normal working hours should only occur in circumstances where no other alternative is



available and with the express approval of the Engineering Manager and the Operations Manager. In such cases, the employee will be entitled to be paid an amount equivalent to their rostered ordinary hours of work for the time spent at training.

- 31.8 Any training courses attended by an employee in accordance with the provisions of this clause shall not be considered as having interrupted the rest break provisions between shifts as provided for in the parent awards.

## APPENDIX 1

### Schedule of Weekly Rates

Description	Current Rate \$	4% Increase from first pay period on or after 1/1/04 \$	4% Increase from first pay period on or after 1/1/05 \$	4% Increase from first pay period on or after 1/1/06 \$
Electrician	865.00	900.00	936.00	973.00
Fitter	852.00	886.00	922.00	958.00
Trades Assistant	771.00	802.00	834.00	867.00

### SIGNATORIES TO AGREEMENT

SIGNED on this 10<sup>th</sup> day of February 2004, on behalf of Australia Meat Holdings Pty Limited  
(Prepared Foods Division), trading as FJ Walker Foods:

\_\_\_\_\_  
Signed  
Greg Rich  
(Print Name)  
Operations Manager -  
Manufacturing  
(Print Title)  
(Signature)

\_\_\_\_\_  
Witness  
Neville Rowe  
(Print Name)  
HR Manager  
(Print Title)  
(Signature)

SIGNED on this 6<sup>th</sup> day of February 2004, on behalf of the Electrical Trades Union of Australia (NSW  
Branch):

\_\_\_\_\_  
Signed  
Bernie O'Riordan  
(Print Name)  
Secretary  
(Print Title)  
(Signature)

\_\_\_\_\_  
Witness  
Rebecca Mifsud  
(Print Name)  
Legal Officer  
(Print Title)  
(Signature)