

ENTERPRISE AGREEMENT

NO. EA 98/135
.....

DATE REGISTERED.....12-3-98.....

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**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/135

TITLE: New Food Coatings Workplace Development Agreement 1997

I.R.C. NO: 98/1003

DATE APPROVED/COMMENCEMENT: 12 March 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New, replaces 96/314**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees who were covered by the New Food Coatings Workplace Development Agreement 1995 whose duties involve processing, operations and factory work

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

NEW FOOD COATINGS



WORKPLACE DEVELOPMENT AGREEMENT 1997

1. TITLE

This document shall be referred to as the New Food Coatings Workplace Development Agreement 1997.

2. ARRANGEMENT

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3. APPLICATION OF THE AGREEMENT

The parties to this Agreement are New Food Coatings, the National Union of Workers New South Wales Branch, and New Food Coatings employees who are members, or who are eligible to become members of the Union, and who are engaged in any of the occupations, industries or callings specified in the Grocery Products Manufacturing (State) Award (formerly Starch and Condiment Makers Award).

This Agreement shall apply at New Food Coatings, 32 Davis Road Wetherill Park, New South Wales, 2164.

This Agreement was entered into without duress and in the spirit of co-operation between the parties.



4. PERIOD OF OPERATION

This Agreement shall come into effect from the beginning of the first nominated pay period to commence on or after registration of this Agreement and shall remain in force thereafter for a period of twenty four (24) months.

It is a condition of this agreement that negotiations for the third New Food Coatings Workplace Development Agreement commence no later than three (3) months prior to the expiry of this Agreement. It is the intention of the parties to reach a new Agreement by 1st October 1999.

5. RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read and interpreted wholly in conjunction with the Grocery Products Manufacturers (State) Award provided that where there is any inconsistency this Agreement shall take precedence over the Award to the extent of the inconsistency.

6. OBJECTIVES

- 6.1 To ensure that all parties covered by the Agreement positively assist in implementation of international best practice 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.
- 6.2 To ensure that all parties covered by the Agreement positively assist in meeting New Food Coatings Quality Policy, and in maintaining ISO9001 certification and the fostering of a philosophy of continuous improvement and development of a culture of excellence.
- 6.3 To maintain a safe working environment for all employees.
- 6.4 To provide security of employment and employment that is both interesting and provides satisfactory career opportunities.
- 6.5 To develop a commitment to training and support of a motivated, multi skilled and flexible workforce committed to achieving a high level of performance.
- 6.6 To improve productivity, reduce absenteeism, and ensure a reduction in and/or elimination of rejects and rework batches.
- 6.7 To develop and support effective communication systems with all employees.
- 6.8 To maintain an environment that encourages development of the individual and that is free from discrimination in any form.

7. TERMS OF THE AGREEMENT



7.1 Procedural Objectives

7.1.1 Joint Consultative Committee

A Joint Consultative Committee has been formed to review and assist in the implement the objectives and terms of The Workplace Development Agreement.

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

The matters covered by this Agreement will be measured and deemed achieved or otherwise by the Joint Consultative Committee. To ensure variable factors are considered, any or all of the terms of this Agreement may be considered achieved if in the opinion of the Joint Consultative Committee, satisfactory progress has been made towards the achievement of the principle.

A copy of constitution of Joint Consultative Committee is at Appendix I.

7.1.2 Quality Committee

The parties agree to support the effective working of a Quality Committee which will be responsible for the overseeing of quality, safety and training issues in the workplace, improvement in the work environment and communication between management and employees as a means to improve efficiency and productivity, and facilitating the introduction and effective use of technology.

All members have the authority to nominate a proxy in their absence. Additional members may be co-opted to fulfil any technical or administrative needs. All employees not on the Committee will be invited to attend on a rotational basis.

The Quality Committee shall meet weekly, or more frequently if circumstances so require, and will provide recommendations to the General Manager on all issues relating to quality including sanitation, repairs and maintenance and as detailed in New Food Coatings Q.A. Procedures Manual. A copy of the manual is located in the factory and warehouse areas for use by employees.

7.1.3 Production Meetings

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
Plant Team Leaders
Maintenance Officer
Production Manager

It is intended the meeting will be held weekly. The objectives of the Production Meeting are to :

- i) Increase the flow of information between the parties covered by this Agreement.
- ii) Discuss and plan forthcoming production schedules.
- iii) Ensure efficient production scheduling.
- iv) Minimise raw material disruption.
- v) Facilitate discussions on variety of matters including time keeping, shift rosters, equipment etc.

7.1.4 Certification ISO9001

The parties covered by the Agreement agree to adopt work practices that will assist New Food Coatings in maintaining ISO9001, and adopting HACCP guidelines.

7.1.5 Multi Skilling Objectives

All employees covered by this Agreement are encouraged to participate in training and development programmes 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 which is within their job specification (refer New Food Coatings Q.A. Manuals).

7.1.6 Housekeeping Objectives

Housekeeping objectives will be set by the Quality Committee and will be reviewed on an ongoing basis. These objectives are covered in detail in New Food Coatings Q.A. Procedures Manual but include :

- i) Maintenance of levels of general cleanliness of factory/warehouse area to ensure ISO9001 certification.

- ii) Maintenance of levels of general cleanliness of factory/warehouse area to ensure products comply with microbiological specifications established by New Food Coatings. HACCP teams will be established from a cross section of employees to assist in achieving these targets.
- iii) Maintenance and cleaning of equipment in a timely manner so as to ensure minimum disruption to production and a safe working environment.

7.1.7 Clothing

The Company will provide and launder at the Company's expense work clothing for all employees covered by this Agreement. Clothing will consist of shirts and long trousers in line with food industry standards. Safety footwear and protective clothing where required will also be provided by the Company.

The parties recognise that all employees covered by this agreement agree to wear company issued clothing and footwear at all times.

7.1.8 Training

The Company recognises 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 Q.A. Procedures Manual and Training Plans. Training requirements for all employees will be prepared six monthly by the Training Officer and reviewed by the Quality Committee.

7.1.9 Innovation

The parties undertake to formulate and implement mechanisms to promote innovation in work practices and efficiency improvements.

7.2 Production Objectives

7.2.1 Efficiency Targets

The parties recognise that the future success of New Food Coatings, and the associated security of employment with the Company, is dependant upon continuing improvements in productivity and efficiency. Accordingly the parties will seek to establish mutually agreed targets for:

- Production;
- Rework;
- Yields;
- Quality;

The Joint Consultative Committee will be responsible for the establishment of these targets and the monitoring of progress towards their achievement.

7.2.2 Absenteeism

The parties covered by this Agreement recognise the disruptive effects of unplanned absenteeism on productivity and fellow employees.

In order to minimise unplanned absenteeism and as an aid to increased productivity, the parties agree to monitor absenteeism.

Consequently the parties agree to target the overall level of absenteeism, with an aim not to exceed current levels and achieve a reduction over the life of the agreement.

Absenteeism will be monitored, and displayed on a noticeboard which will be updated monthly. As the number of employees entitled to sick leave may vary over the life of the agreement, the data will be calculated by adding the total days absent divided by the number of employees covered by the Agreement.

Under this Agreement a medical certificate will not be required as proof of sickness unless the employee is absent for two (2) or more consecutive days.

Alternative ways of dealing with absenteeism and the question of sick leave entitlements may be considered by the Joint Consultative Committee during the life of the Agreement. Employee entitlements under the sick leave provisions of the Award are not altered by this clause.

8. DISCRETIONARY VARIATION

It is clearly noted by all parties to the Agreement that where changes occur in equipment, technology and other factors that will impact on objectives outlined in this Agreement, it will be necessary to provide for variations in the objectives. These variations must not disadvantage any party in the Agreement, in relation to the original objectives and will be discussed by the Joint Consultative Committee.

9. **JOB CLASSIFICATION**

It is recognised 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 recognised the skills standards required within the Company may vary from job to job.

The following skill standards are established recognising 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 will continue to be paid to employees who received the allowance under the last Agreement. It is not the intention of this Agreement to extend payment of 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 supervisor. An employee will require three months 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.

9.1 **Food Coatings : Induction Level**

9.1.1 **General**

- A) An adult employee recruited into the company who is unable to meet the competence requirements of Level 1 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 requirements of being able to competently perform work within the scope of Level 1.
- B) An employee at this level -
- i) Exercises minimal judgement
 - ii) Works under direct supervision



9.2 Food Coatings Level 1 - Blender - Dry Mix Plant

9.2.1 General

- A) An employee at this level performs utility (general hand) functions on the plant site, and in so doing,
 - i) Works under direct supervision
 - ii) Is responsible for the quality of work, and
 - iii) Exercises minimal decision making

9.2.2 Typical Tasks

- A) Assists on blending plant tipping/blending ingredients and packing off finished product.

9.2.3 Typical Qualifications (Refer Job Descriptions in Q.A. Procedures Manual)

- A) Forklift Permit or Licence

9.3 Food Coatings Level 1 - Non Blender

9.3.1 General

- A) An employee at this level performs utility (general hand) functions on the plant site, and in so doing,
 - i) Works under direct supervision
 - ii) Is responsible for the quality of work, and
 - iii) Exercises minimal decision making

9.3.2 Typical Tasks

- A) Operates on J-line at robot work station and conveyor exit.
- B) Operates on dryer feeding bread into mill/dryer and packing off finished product.

9.3.3 Typical Qualifications (Refer Job Descriptions in Q.A. Procedures Manual)

- A) Forklift Permit or Licence

9.4 Food Coatings Level 2 - Blender - Dry Mix Plant

9.4.1 General

- A) An employee, who, within the job responsibility,
 - i) Works under general supervision
 - ii) Is responsible for the quality of work, and
 - iii) Has limited decision making

9.4.2 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 1 Dry Mix Operations.
- B) Grease and oil equipment, assist trade persons with maintenance.

9.4.3 Typical Qualifications (Refer Job Descriptions in Q.A. Procedures Manual)

- A) Forklift Permit or Licence
- B) Demonstrated ability to understand English language.

9.5 Food Coatings Level 2 - Non Blender

9.5.1 General

- A) An employee, who, within the job responsibility,
 - i) Works under general supervision
 - ii) Is responsible for the quality of work, and
 - iii) Has limited decision making

9.5.2 Typical Tasks

- A) Japanese crumb dough mixer (where this forms a substantial part of the job) in addition to tasks performed under Level 1 J-line Operations.
- B) Operating drier (where this forms a substantial part of the job) in addition to tasks performed under Level 1 Drier Operations.
- C) Storeman.
- D) Grease and oil equipment, assist trade persons with maintenance.

9.5.3 Typical Qualifications (Refer Job Descriptions in Q.A. Procedures Manual)

- A) Forklift Permit or Licence
- B) Demonstrated ability to understand English language.

9.6 Food Coatings Level 3 - Blender - Dry Mix Plant

9.6.1 General

- A) An employee who, within the job requirements,
 - i) Works under limited supervision
 - ii) Supervises/leads the work of other employees, and
 - iii) Is responsible for the quality of their own work
 - iv) Exercises initiative in performance of their duties



9.6.2 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. Johns Ambulance First Aid Certificate in order to act as first aid attendant.
- C) Forklift Licence

9.7 Food Coatings Level 3 - Non Blender

9.7.1 General

- A) An employee who, within the job requirements,
 - i) Works under limited supervision
 - ii) Supervises/leads the work of other employees, and
 - iii) Is responsible for the quality of their own work
 - iv) Exercises initiative in performance of their duties

9.7.2 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. Johns Ambulance First Aid Certificate in order to act as first aid attendant.
- C) Forklift Licence



9.8 Allowances

In addition, to encourage multi skilling and provide job flexibility the following allowances will apply to those eligible employees :

- A) \$6.00 per week where employees perform his/her duties over a period of time (minimum 5 years) at a consistently superior standard but do not have the opportunity or wish to achieve a higher classification,

OR

Achieve and competently perform a multi skilling capability in relation to all work related to the J-Line, Drier and Dry Mix Plant.

- B) St. John's Ambulance First Aid Certificate. An allowance per week of \$12.00 will be paid.

9.9 Higher Duties

Where employees are temporarily (more than four hours on any one day or more than a total of twenty 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.

9.10 Casual Employees

Where employed as a casual an employee is to receive the casual loading as currently prescribed in the Award.

10. WAGE ADJUSTMENTS

A five (5) phase wage adjustment forms part of this Agreement as follows :

Table 1 : Wage Adjustments

		Increase Effective *	Increase %
Period	1	February 1998	2.20
	2	August 1998	2.15
	3	December 1998	2.40
	4	May 1999	2.00
	5	September 1999	2.00

* Effective 1st pay period of the nominated month.

Appendix II details the wage rates reflecting the full wage adjustments.

Wage adjustments will be awarded based on a review of achievement by the Joint Consultative Committee.

The parties acknowledge that other than provided for in National Wage Case decisions these will be the only increases during the life of the Agreement and that no additional claims will be made against the Company during that period.

The wage increases referred to in this clause take effect on and from the date of registration.



11. GRIEVANCE AND AVOIDANCE OF DISPUTE PROCEDURE

The objective of this procedure is to resolve grievances at the lowest possible level (that is, at the source of the grievance) with the least disruption to day to day operations.

- A) In the first instance, the employees will raise the grievance with the Team Leader
- B) If unresolved, the employee and the Team Leader will raise the grievance with the Production Manager.
- C) Should the grievance remain unresolved, the employee and the Team Leader will raise the grievance with the General Manager. As required the services of the appropriate Union official may also be called upon at this stage to assist in the resolution of the grievance. The Company will provide reasonable time for Union officials to communicate with employees at this stage of the procedure.
- D) If the grievance still remains unresolved, the grievance may be referred to the Industrial Relations Commission of New South Wales.

At each of the first three stages of the above procedure, a response should be given to the employee as soon as practicable preferably within forty eight (48) hours. In any event, the parties will be committed to resolving the grievance as soon as possible.

During the discussions the status quo shall remain and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute. At any time either party shall have the right to notify the dispute to the Industrial Registrar.

12. CONTINUOUS IMPROVEMENT APPLICATION

The parties agree that this Agreement is a dynamic, continually developing document which establishes the structure to address continuous improvements in skill, productivity and efficiency. Accordingly all parties in consultation with the Joint Consultative Committee are encouraged to evaluate, identify and adopt new technologies, work practises and efficiencies so as to contribute to the continuous improvement of the New Food Coatings workplace. These changes may be adopted within the life of this Agreement.



NEW FOOD COATINGS JOINT CONSULTATIVE COMMITTEE

CONSTITUTION



FUNCTION OF JOINT CONSULTATIVE COMMITTEE

The Consultative Committee shall hear reports by management employee representatives and workplace employee representatives on the functioning of the Workplace Development Agreement. Committee Members will review and measure the objectives set under the Agreement.

Management employee representatives shall also be prepared to report on future plans, organisational changes, the situation in the industry and other relevant material which shall effect the well being and interest of the employees. Workplace employee representatives shall be prepared to report on the attitudes of the employees and any issues they wish to raise for discussion and resolution.

The aim is to reach agreement and make recommendations by consensus to management, which shall endeavour to take into account as far as possible the views of the employees, and the Joint Consultative Committee's deliberations before making final decisions.

STRUCTURE

The Joint Consultative Committee shall consist of three management and three elected workplace employee nominees. At least one (1) management and one (1) workplace representative will be a member of the Quality Committee.

Elected Representatives retain their position for the duration of the Workplace Development Agreement, with their positions being declared vacant at the completion of that term.

Any member of the Joint Consultative Committee shall cease to be recognised as such upon termination of employment within the Company. Also, any employee representative shall cease to be recognised upon assuming promotion to a management position.

Meetings shall be held regularly, but at least four times annually.

Quorum

A quorum shall consist of two (2) management and two (2) workplace representatives. However, Committee members, where possible, are to nominate a proxy to participate on the Committee (in the Committee member's absence).

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

Chairperson

The position of Chairperson will rotate between management and a workplace representative every six (6) months. The Chairperson shall have the same voting rights as other Committee members. The Chairperson shall act as a spokesman for the Committee and call special meetings of the Committee, if required.

The Chairperson shall carry out the following duties :

- To be familiar with the agenda and come to the meeting prepared. To liaise with the Committee Secretary in preparing for the meeting.
- To open the meeting and follow the agenda.
- To maintain the meeting in order by encouraging participation, leading the meeting and allowing all members of the Committee to put their point of view.
- To ensure if the previous minutes require amendment prior to their confirmation that these alterations are made prior to signing the minutes.
- To close the meeting and make known the date, time and place of the next meeting.
- To liaise with the Secretary after the meeting and prepare the minutes of the meeting.

Secretary

A Secretary shall be allocated to the Committee by Management to :

- Draw up and issue agendas;
- Record minutes of meeting and distribute them;
- Receive and record correspondence;
- Arrange meeting times and venues;



The Secretary shall be a member of the Committee and will participate in decision making processed and discussions on agenda items. Management shall provide typing, photocopying and minute taking services as required.

Agenda

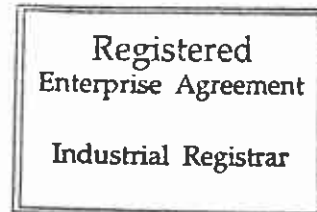
The Agenda is to be prepared and distributed by the Secretary to all Committee members at least five (5) working days prior to meetings. Any Committee member or employee may submit agenda items. Appropriate information shall be provided with each agenda item submitted.

Issues of importance although not included in the finalised agenda can be raised at the meeting and by agreement of the Committee discussed at the meeting. Provision shall be made available within the agenda for review of decisions made at previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.

Recording of Minutes

Minutes shall be circulated to Committee members for verification prior to posting on the noticeboards. Every effort shall be made to have the minutes publicised within five (5) working days of the meetings. The minutes shall include :

- Attendees at meeting
- Summary of issues
- Decisions made, the time frame for implementation or consideration of deferred decisions and who is responsible for acting on the decision.



Rights and Duties of Committee Members

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

- To attend the meeting and be present a few minutes before the time stated on the agenda;
- To forward apologies to the Secretary if unable to attend the meeting;
- To come to the meeting prepared, having read the minutes of the previous meeting;
- To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent;
- To communicate with constituents to establish their views and opinions on agenda items;
- To represent the views and opinions of those people they represent and not just their own.

COMMITTEE RESOURCES

Committee representations shall have the right of access to the following facilities and resources :

- Lockable filing cabinets
- Typing and photocopying facilities
- Meeting facilities

GENERAL

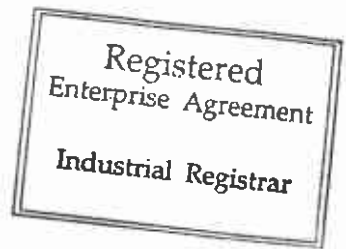
Workplace representatives on the Committee shall be entitled to paid time at the appropriate rate to attend and prepare for Committee meetings.

Management shall not dismiss or injure an employee in their employment or alter their position to their detriment by reason of the fact the employee is a member of, or has an interest in, the Joint Consultative Committee.

All Members of the Committee to be entitled to training, the range of which to be decided by the Committee, with a view to ensuring all members have the opportunity to perform to the best of their ability. No workplace employees shall be required to undergo training in their own time, or be subjected to any financial disadvantage due to this undertaking.



NEW FOOD COATINGS - WORKPLACE DEVELOPMENT AGREEMENT 1997



SIGNED FOR AND ON BEHALF OF
NEW FOOD COATINGS PTY. LTD.

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Witness

SIGNED FOR AND ON BEHALF OF
THE NATIONAL UNION OF WORKERS
(N.S.W. BRANCH)

[Handwritten signature]

.....

27.1.98

Witness

[Handwritten signature] 27-1-98

**Appendix 2
Workplace Development Agreement 1997**

Level	February 1998 2.20%		August 1998 2.15%		December 1998 2.40%		May 1999 2.00%		September 1999 2.00%	
	Hour	Week	Hour	Week	Hour	Week	Hour	Week	Hour	Week
Permanent										
Induction	11.2713	428.31	11.5136	437.52	11.7899	448.02	12.0257	456.98	12.2662	466.12
Level 1	11.5134	437.51	11.7609	446.91	12.0432	457.64	12.2840	466.79	12.5297	476.13
Level 1B	12.1857	463.06	12.4477	473.01	12.7465	484.37	13.0014	494.05	13.2614	503.93
Level 2	12.1604	462.10	12.4219	472.03	12.7200	483.36	12.9744	493.03	13.2339	502.89
Level 2B	12.8328	487.65	13.1087	498.13	13.4233	510.08	13.6918	520.29	13.9656	530.69
Level 3	13.7324	521.83	14.0277	533.05	14.3644	545.85	14.6516	556.76	14.9447	567.90
Level 3B	14.4048	547.38	14.7145	559.15	15.0677	572.57	15.3690	584.02	15.6764	595.70

Registered
Enterprise Agreement

Industrial Registrar