

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/244

TITLE: **Cordina Chickens Pty Ltd 2005-2006 Enterprise Agreement**

I.R.C. NO: IRC5/4407

DATE APPROVED/COMMENCEMENT: 30 August 2005 / 30 August 2005

TERM: 10

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 23 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all maintenance employees employed by Cordina Chicken Farms Pty Ltd, located at 55, Mandoon Road, Girraween 2145, who are employed in classifications or occupations, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Cordina Chickens Farms Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

CORDINA CHICKENS PTY LTD 2005-2006 ENTERPRISE AGREEMENT

This agreement is arranged as follows:

1.0 Arrangement

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2.0 Coverage of Agreement

In this agreement:

"employer" means Cordina Chicken Farms; and

"unions" means Australian Manufacturing Workers Union

This agreement applies to all of the employer's employees who are:

Employed at 55 Mandoon Road, Girraween; and

Employed in classifications or occupations covered by the award in clause 6 and eligible for membership of one of the relative unions

3.0 Parties Bound

This agreement binds:

The employer: and

The unions and their eligible members.

4.0 Date and Period of Operation

This agreement shall operate from date of certification and shall remain in force until 31st March, 2006. The Industrial Relations Commission of New South Wales shall register this agreement.

5.0 Relationship to Award (Metal, Engineering and Associated Industries (State) Award

This agreement shall be read wholly in conjunction with the "Metal & Engineering Industries (State) Award".

Where there is any inconsistency between this agreement and the Award, this agreement shall take precedence to the extent of any inconsistency.

The parties are committed to the award in continuing to cover the basic standard of employment in the industry.

An employee commencing his or her employment after the date of this agreement shall be employed in accordance with the terms of this agreement.

The company will not engage in AWA'S or individual contracts to an employee for the term of this agreement or that work conditions are govern by the terms of the Metal & Engineering Industries (State) Award.

6.0 Wages/Classification

Employees who are bound by this agreement shall be paid in a minimum of their respective classification/competency as outlined in the schedule below and shall be paid for all purposes of the Award (inclusive of allowances)

BEFORE EBA SEP 03

AFTER EBA OCT 03

C10 level 1	\$17.03 a/h	1ST PAY RISE ON OCT03	\$17.71 a/h at 4%
		2nd PAY RISE ON OCT 04	\$18.42 a/h at 4%
		3rd PAY RISE ON OCT 05	\$18.79 a/h at 2%
C9 level 2	\$18.38 a/h	1ST PAY RISE ON OCT 03	\$19.11 a/h at 4%
		2nd PAY RISE ON OCT 04	\$19.88 a/h at 4%
		3rd PAY RISE ON OCT 05	\$20.27 a/h at 2%
C8 level 3	\$19.46 a/h	1ST PAY RISE ON OCT03	\$20.23 a/h at 4%
		2nd PAY RISE ON OCT 04	\$21.04 a/h at 4%
		3rd PAY RISE ON OCT 05	\$21.46 a/h at 2%

7.0 Job Classifications

FITTER LEVEL 1 BASIC C10: \$17.03/Hr

Service machinery to guidelines and specifications of Cordina Preventative Maintenance operating manual.

. Basic welding knowledge and skill to repair, (including assemble frames) Stick, Tig, Mig welding techniques.

. Basic skills in brazing and oxy cutting with minimum supervision.

. Maintenance and fault finding skills all plant machinery.

. Maintaining Digest Plant.

Water treatment plant maintenance including chemical management and testing.

. Start up refrigeration plant.

. Basic machinery installation.

Applies quality control techniques.

. Ability to inspect all products and materials for conformity within the guidelines of specifications.

. Ensure all work performed on site in a manner not endangering himself or other employees of the company.

. Communication and teamwork approach with management and staff.

FITTER LEVEL 2: \$18.38/Hr

. Possess above disciplines and skills in addition to:

. Factory start up

. Factory shutdown

. Licence to attend Boiler within Workcover guidelines

. Reconnect/Disconnect electrical licence

. Forklift licence

. Maintain pneumatic and hydraulic equipment

. Minimum supervision including team leader skills under strict guidelines by maintenance manager.

. Ability to read and understand technical drafts and specifications in the respective engineering category and field of expertise in poultry processing equipment.

. Understands and implements quality control procedures under the company's Total Quality Management System.

. Provide guidance and assistance as part of a work team.

FITTER LEVEL 3: \$19.46/Hr

Possess disciplines and skills of all of the above in addition to:

Supervisory capabilities and team leading skills, able to cover Maintenance Manager/Supervisor while on leave and with the view of succeeding either of these roles as a natural progression.

Ability to run maintenance projects and installations under guidelines with plant manager.

Possess some Computer skills in windows based environments and associated applications. Additional and ongoing training will be provided.

Become actively involved in provisions for training and re-education programs.

8.0 Span of Hours

The span of hours in relation to this agreement will be in accordance with the award, daylight saving will commence half an hour earlier.

By agreement the employer will put in place a scheduled rotating roster which covers the production requirements. The rate of pay will be in accordance with the Award.

Employees are required to work on scheduled processing days outside of normal business days in conjunction with the processing plant. Pay rates will apply as per award.

MEAL BREAKS

Currently all employees have flexibility with regards to breaks, including an additional one half an hour break. This flexibility allows the production processing continuity.

FLEXI DAYS

The employer shall agree to provide one paid flexi day per month to each employee. The employee must not accumulate flexi days and will take them in consultation with his manager or a roster. The employer reserves the right to cancel scheduled flexi day of the employee within reason and shall give adequate notice.

9.0 Training

Each employee covered by this agreement shall be encouraged to participate in Company nominated structured training courses, as deemed necessary by the Company, which pertain to his or her duties and/or job specification and conducted by an accredited trainer under the guidelines of the Dept of Industrial Relations/and or Tafe Expenses incurred will be met by the company.

10.0 Employer Employee Relationship

Introduction of Change

Where the employer is planning to introduce major changes in production, organisation, structure or technology that are likely to have a significant effect on employees, the employer shall notify the employees who may be effected by the proposed changes and their union.

"Significant Effects" include termination of employment, major changes in composition, operation or size of employers workforce or in skills required; the alteration of hours of work; the need for re-training or transfer to other sites and restructuring of jobs.

Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to an employee a written statement specifying the period of his or her employment and the classification of the type of work performed.

11.0 Employment Security

The Employer shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce.

Ensuring measures to increase the security of employees' employment;

Increased investment in the productive capacity of the enterprise;

Maintaining a direct employee/employer relationship with employees;

12.0 Leave Entitlements

Sick Leave

Employees shall be entitled to 10 days ordinary working time as paid sick leave per year. Unused sick leave shall accumulate

Long Service Leave

Long Service Leave will be paid out in accordance with the *Long Services Act 1955*.

13.0 Reclassification/Competency Standards

The employer and the unions agree that employees have access to reclassification and career path progression within the company organisation structure.

14.0 Casual and Contract Labour

The employer and the union confirm their commitment to permanent direct employment and agree to the following criteria regarding the engagement of casual and/or contract labour;

Consultation

The employer as part of the consultative process will supply the information surrounding the recruitment of such staff to the appropriate delegate.

Casuals

Upon engagement, an employer shall provide to the casual the details stipulating the type of employment including duties required, hours, rate of pay and duration of employment.

An employer shall give a casual reasonable notice that his or her services are no longer required. Notice shall be given of at least one day prior to notice.

A casual shall be paid at shop rates plus any shift and loading rates in accordance with the award
Contract Employees

The employer shall only contract out work where the contract provides that employees of the contractor be covered by a certified agreement to which the relevant union are a party. The company will not engage in AWA or individual contracts to an employee for the term of this agreement.

15.0 Superannuation

All superannuation will be paid/accrued in accordance with the award and government legislation. The employee will have a choice of super funds to whom which they nominate to manage their fund. ie, STA or current super fund. The default fund will be STA(Super Trust of Australia.)

16.0 Meetings

The employer agrees to allow employees to attend scheduled workplace meetings providing notification has been given to Employer (i.e. 4 hours P.A or 1hour per quarter)

17.0 Union Officials and Shop Stewards

An official or officer of the union shall have the right to enter such premises to conduct union business during business hours providing notice is given to management on arrival.

- (a) The right of the shop steward to be freely, independently elected by union members as their workplace representative. Upon being informed by the union of the identity of the shops steward, the employer shall then formally recognise the shop steward as a legitimate representative of the union and workplace members until informed otherwise.
- (b) The right of shop stewards to address any employees who are not members of the union.
- (c) The delegates/shop stewards shall be entitled to receive up to 10 days paid leave to specifically attend training courses conducted by the union, provided that the nature of the courses is communicated to the employer prior to approval being given, attendance will be dependant on work requirements.

18.0 Disputes Settlement Procedure

The procedures provided for in the Award shall apply to any matter in dispute between the company, employees and the union. While these processes are in place the parties shall be committed to avoid stoppages

of work, lockouts or other bans or limitations on the performance of work and the employer shall ensure that all practices applied are in accordance with safe work practices and that the status quo shall be in affect until the dispute is resolved by the parties involved and that the matter is heard before the Industrial Relations Commission of New South Wales for conciliation and if required arbitration.

The employer agrees to withdraw labour when employees have a reasonable concern about risk to health or safety.

19.0 Facilities

The employer shall continue to provide facilities to the satisfaction of the parties to this agreement including lockers, drinking and boiling water, appropriate protective clothing, ventilation and restroom facilities.

Employees shall ensure food consumed on site will take place at the designated areas provided by the employer, to ensure compliance of Food Safety Act and HACCP control guidelines.

Employees leaving the site during their rostered hours of work must clock off/on to ensure employee safety and evacuation procedures for assembling area in the case of fire.

20.0 Occupational Health and Safety

The parties to this agreement are committed to a safe workplace environment. An employee bound by this agreement shall participate in the Company Safety Committee’s objective to provide a safe workplace and with accordance of the *OH&S Act* 2001. OH&S Representatives will be encouraged and permitted to attend relevant training courses conducted by the union. Attendance will be on paid time by the company.

21.0 No Extra Claims

The parties to this agreement that they will not, for the duration of this agreement pursue any additional claim in relation to matters dealt with in this agreement except where consistent with this agreement or National Wage Case decisions.

22.0 Redundancy

Consultation

For the purposes of the discussion the employer shall, as soon as practicable after making a decision but before any terminations, provide in writing to the employees concerned and their union, all relevant information about the proposed terminations including the reasons, the number of employees likely to be affected, and the period over which the terminations are likely to be carried out.

Severance Pay in accordance with state award

- (a) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
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Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Weeks pay " means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances.

23.0 Renegotiation

The employer and the unions agree to commence negotiations for a replacement agreement no later than 1 month prior to the expiry date.

Subject to this agreement, the parties agree that they shall bargain collectively in relation to any matter, relating to renewal, extension or variation of this agreement

SIGNATORIES

Sign for on behalf of:

Cordina Chicken Farms Pty Limited and Cordina Foods Pty Ltd

in the presence of -----

Dated this----- day of -----2005

Australian Manufacturing Workers' Union.-----

in the presence of -----

Dated this----- day of -----2005