

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/153

TITLE: Northern Co-operative Meat Company Ltd (Maintenance & Services) Enterprise Agreement 2002

I.R.C. NO: IRC3/1991

DATE APPROVED/COMMENCEMENT: 9 May 2003/6 July 2002

TERM: 6 July 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/53

GAZETTAL REFERENCE: 8 August 2003

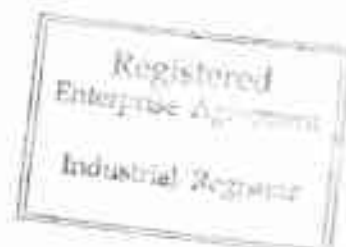
DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees in the maintenance & services sector of the Company and associated works

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



Northern Co-operative Meat Company Ltd. (Maintenance & Services) EA 2002
4th March 2003

***NORTHERN CO-OPERATIVE
MEAT COMPANY LTD
(MAINTENANCE & SERVICES)
ENTERPRISE AGREEMENT 2002***

4th March 2003



1. Agreement Title

This agreement shall be known as the Northern Co-operative Meat Company Ltd (Maintenance & Services) Enterprise Agreement 2002

2. Application

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

3. Arrangement

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4. Relationship to Award

It is the intention of the parties for this agreement to operate in conjunction with the Northern Co-operative Meat Company Ltd (Maintenance & Services) (State) Award 2000 or any award in substitution thereof. Where as any provision of this agreement is inconsistent with the provisions of the award, then the provisions of this agreement shall take precedence.



5. Reduction in Accident Rate

The maintenance employees as a whole accept the challenge of reducing the accident rate by 35% per year against the average rate lost time injury hours for the previous 2 years. If this were achieved per year then a further 0.5% pay increase would be added. Such reduction program shall be controlled and monitored by a Department based Safety Committee.

6. Sick Leave

Entitlement to Sick Leave: An employee on weekly hire who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own wilful misconduct shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

Subject to the provisions of the Workers Compensation Act 1987, The employee shall not be entitled to paid leave of absence for any period in respect of which The employee is entitled to Workers Compensation.

The employee shall within 24 hours of the commencement of such absence inform his/her employer of his/her inability to attend for duty and as far as possible state the nature of his/her illness or incapacity and the estimated duration of same.

The employee shall prove to the satisfaction of his/her employer (or, in the event of a dispute, to the Industrial Relations Commission of New South Wales), that: the employee was unable to account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. Where the employee has more than three single sick leave days in any 12 month period, satisfactory proof of illness or injury shall be by way of a doctor's certificate.

An employee shall not be entitled to leave in excess of the following:

- (1) After 13 continuous weeks service with the employer, 5 days of ordinary working time shall be allotted. Up until the 13 weeks an employee is not entitled to any sick leave. From 13 weeks until the 12 month anniversary of their employment only the 5 days are available as sick leave.
- (2) On the first and subsequent anniversary dates of his/her employment with the employer, 10 days of ordinary working time will be allotted.
- (3) If the employee accumulates in excess of 240 hours sick leave, anything in excess of 240 hours sick leave will be paid out on the following anniversary of his/her employment date.



7. Project Work – Public Holidays and Weekends

The maintenance employees will supply labour for any project, whether maintenance or capital, on public holidays and weekends.

The number of employees so required to work will be agreed in consultation with the Chief Engineer and the consultative committee.

No employee will be required to work more than 3 public holidays in any 1 calendar year.

Employees who work on a public holiday in accordance with this clause shall be paid at time and one half and be given another agreed day off with pay.

No project work will be undertaken on Christmas Day, Boxing Day or Good Friday.

Employees that are required to work beyond 8 hours on a public holiday under this clause shall be paid double time and a half until they cease work.

8. Span of Hours

8.1 The maintenance employees will modify the span of hours to suit the following:

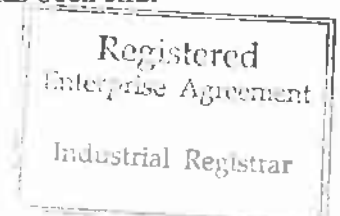
8.1.1 Span of hours clause can only be implemented Monday to Friday, excluding weekends and public holidays. After eight hours work penalty rates apply, time and a half, double time etc as per award. Also this clause would only be applicable when a department has been shut down, eg, smallstock changeover, FS3.

8.1.2 The number of employees so required to work will be agreed in consultation with the Chief Engineer and the consultative committee.

8.1.3 An employee working more than 8 ordinary hours on a day shall be paid overtime.

8.1.4 This clause can only be implemented when the Company's consultative committee is in agreement with management that the work to be carried out is deemed to be a major project at the Cassino site only, and for a maximum duration of 10 working days.

8.1.5 This clause shall only apply when a department on the site has been shut down, e.g. Smallstock changeover.



9. Overtime

9.1 Sharing Overtime

All maintenance employees agree to share overtime workload when preparing the plant for review audits, major projects and unforeseen circumstances.

9.2 Banked Overtime

The parties agree that maintenance employees will have the opportunity to bank "double time" overtime.

Any banked overtime will be by agreement between the maintenance supervisor and the individual.

For every hour at "double time" worked the accrual will equate to the dollar value of time and a half. All time accrued will be a monetary value only to a maximum of one normal week's base rate. Any monies held will be at the dollar value and not based on hours, and are not subject to any changes in wage rates or any other increases.

Upon reaching the accrued monetary value of one week's base rate. The employee has two (2) calendar months to arrange either payment or to take the time off in lieu.

10. Annual Leave

An employee shall be paid in accordance with the NSW Annual Holidays Act 1944.

The 17.5% loading has been incorporated into the employee's hourly rate of pay, and is therefore no longer paid as an additional payment for annual leave. Therefore it is recognised that the leave loading incorporated into the hourly rate, will always be in lieu of the 17.5% annual leave loading.

11. Salary Sacrifice

A salary sacrifice system for superannuation will be introduced in line with current Australian Taxation Legislation. It will be offered to all maintenance employees on a voluntary basis. The salary sacrifice amount would be based on the employee's gross pay and is only available for payments made into the employee's existing company superannuation fund.



Salary sacrifice will be offered to all maintenance employees on a voluntary basis. This would be a percentage of gross pay at the employee's discretion and is only available for payments into their existing company superannuation fund and must be preset for twelve months.

12. Payment of Wages

The Company's pay period shall Monday to Sunday with payday being Thursday of each week, provided that if the Thursday is a public holiday, payment shall be made on the previous working day.

13. Training

All maintenance staff will be trained in procedures for early start-ups in the boning room. This will also include all trades in balanced work groups.

For the purposes of striving for continual Occupational Health and Safety (OH&S) improvement, both the Company and its maintenance personnel will be committed to undertake OH&S training.

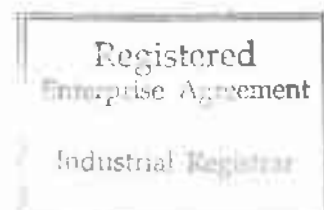
A disconnect/reconnect electrical course will be made available to those tradespersons who are competent and are willing to undertake the course. The Company will cover the cost of the course fees.

Appropriate training to be made available to competent Fitters in basic PLC operations and fault analysis.

Carpenters to increase their skills in other areas through appropriate training. E.g. scaffolding, welding and sheetmetal. These measures will improve utilization of labour, which will result in fewer call outs.

14. Travelling

The Company will produce a policy regarding travel allowances when maintenance staff are required to use their own vehicles for company business. The Company will ensure that all insurance areas are covered when a maintenance employee is using their own vehicle for company business during company paid time. Exceptions will apply where an employee has committed a breach of the NSW Motor Traffic Act.

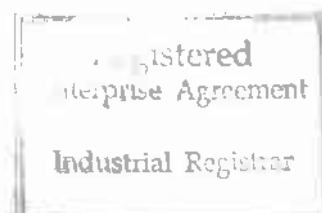


15. New Technology

Engine Drivers and Boiler Attendants are required to embrace any new technology in the monitoring refrigeration system. This includes the installation of a computer in the boiler house and a laptop computer supplied to the incumbent engine driver to monitor the refrigeration system from home in order to determine if and when call out is necessary.

16. Duration

This Agreement will operate from the beginning of the first full pay period on or after the 6th July 2002 and will remain in force for 3 years.



MAINTENANCE EBA FOR 2002 Appendix 1

Wage rate as at 30/06/2002

award	170 C7	171 C8	172 C9	173 C10	174 C11	175 C12	176 C13
	17.9797	17.2912	16.6012	15.9117	14.186	13.0767	12.0252
FITTER	719.19	691.65	664.05	636.47			
ELECTRICIAN	719.19	691.65	664.05	636.47			
PLUMBER	719.19	691.65	664.05	636.47			
CARPENTER	719.19	691.65	664.05	636.47			
ENGINE DRIVER				636.47	567.44		
BOILER ATTENDANT					567.44	523.07	
TRADES ASSISTANT					567.44	523.07	481.01

Apprentices- % OF C10

1st Year - 39%	6.2056
2nd Year - 52%	8.2741
3rd Year - 70%	11.1382
4th Year - 76%	12.0929

Wages as at W/e: 08/07/02 (WITH LEAVE LOADING INCORPORATED AND 3.5%)

award	170 C7	171 C8	172 C9	173 C10	174 C11	175 C12	176 C13
	18.8595	18.1373	17.4135	16.6903	14.8802	13.7166	12.6136
FITTER	754.38	725.49	696.54	667.61			
ELECTRICIAN	754.38	725.49	696.54	667.61			
PLUMBER	754.38	725.49	696.54	667.61			
CARPENTER	754.38	725.49	696.54	667.61			
ENGINE DRIVER				667.61	595.21		
BOILER ATTENDANT					595.21	548.66	
TRADES ASSISTANT					595.21	548.66	504.54

OVERTIME RATE "191" C8 + \$91.40/38= \$21.49**

Wages as of July 2003 - 3.5% Increase

award	170 C7	171 C8	172 C9	173 C10	174 C11	175 C12	176 C13
	19.4973	18.7506	18.0024	17.2547	15.3834	14.1804	13.0401
FITTER	779.89	750.02	720.096	690.19			
ELECTRICIAN	779.89	750.02	720.096	690.19			
PLUMBER	779.89	750.02	720.096	690.19			
CARPENTER	779.89	750.02	720.096	690.19			
ENGINE DRIVER				690.19	615.336		
BOILER ATTENDANT					615.336	567.22	
TRADES ASSISTANT					615.336	567.216	521.60

A further 5% will apply at this date if the accident rate is reduced as per agreement



EXECUTED AS AN AGREEMENT

Signed for Northern Co-operative Meat Company Limited By its representative in the presence of:


.....
Witness


.....
General Manager

KEN McKell
.....
Name (please print)

GARY BURRIDOR
.....
Name (please print)

10/3/03
.....
Date

10/3/03
.....
Date



Northern Co-operative Meat Company Ltd. (Maintenance & Services) EA 2002
4th March 2003

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

[Handwritten Signature] JP0001314
.....
Witness

CHRISTINE MAYNE
.....
Name (please print)

24. 3. 2003
.....
Date

[Handwritten Signature]
.....
State Secretary

Paul Bashan
.....
Name (please print)

24th March 2003
.....
Date



Northern Co-operative Meat Company Ltd. (Maintenance & Services) EA 2002
4th March 2003

Sign for and on behalf of the Electrical Trade Union of Australia (NSW Branch) in the presence of:

[Handwritten Signature]
.....
Witness

[Handwritten Name]
.....
Name (please print)

20 19 3 03
.....
Date

[Handwritten Signature]
.....
State Organiser / Secretary

BERNIE RIORDAN
.....
Name (please print)

19.3.03
.....
Date



Sign for and on behalf of Communications, Electrical, Energy, Information, Postal,
Plumbing and Allied Services Union of Australia (Plumbing Division) NSW Branch in
the presence of:

ANNE HARRINGTON

Witness

Name (please print)



Date

12/3/03

State Organiser / Secretary

Name (please print)

S. MCARNEY

Date

12 03 03



Northern Co-operative Meat Company Ltd. (Maintenance & Services) EA 2002
4th March 2003

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

.....
Witness

.....
Name (please print)

.....
Date

Andrew Ferguson
.....
State Organiser

SECRETARY
ANDREW FERGUSON
.....
Name (please print)

2/4/03
.....
Date

