

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/34

TITLE: Bartter Enterprises Pty Ltd Marsden Park Distribution Centre
Warehouse Employees Agreement 2002-2005

I.R.C. NO: IRC2/7227

DATE APPROVED/COMMENCEMENT: 10 February 2003

TERM: 29 months

NEW AGREEMENT OR
VARIATION: Replaces EA01/135

GAZETTAL REFERENCE: 21 March 2003

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all warehouse employees of Bartter Enterprises Pty Ltd at the distribution centre at Marsden Park who fall within the coverage of the Poultry Industry Preparation (State) Award

PARTIES: Bartter Enterprise Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

Registered
Enterprise Agreement
Industrial Registrar

BARTTER ENTERPRISES ENTERPRISE AGREEMENT

2002 -2005

**MARSDEN PARK
Distribution Center
Warehouse Employees**

1. TITLE

This agreement shall be known as the Bartter Enterprises Marsden Park Distribution Center Warehouse Employees Agreement 2002 – 2005.

2. ARRANGEMENT

1. Title
2. Arrangement
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9. Shift and Weekend Work
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14. Employee Assistance Fitness for Work
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Schedule A Rates of Pay.



3. **SCOPE AND PARTIES**

This agreement is made by Bartter Enterprises ("the company") and the Australasian Meat Industry Employees Union. This agreement is made in relation to warehouse employees of the company employed at the distribution center at Marsden Park.

4. **PARENT AWARD**

This agreement shall be read in conjunction with the Poultry Industry Preparation (State) Award. (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award (IRC no 2963 of 2000). The provisions of this agreement shall override the provisions of the award where so mentioned. Where this agreement is silent, the provisions of the Poultry Industry Preparation Award apply.

5. **LENGTH OF AGREEMENT**

This agreement shall come into force from the date of approval by the NSW Industrial Commission and shall remain in force until 30 June 2005. The parties agree to enter into discussion no later than 3 months before the expiry date of this agreement.

6. **WAGE INCREASES**

Wages and salaries for all employees will be **increased by 4%**, with effect from the first full pay period to commence on or after 1 July 2002.

With effect from the first full pay period to commence on or after 1 July 2003, all purpose rates will be **increased by 4%**.

With effect from the first full pay period to commence on or after 1 July 2004, all purpose rates will be **increased by 4%**. If the National CPI for the period financial year 2003-04 is greater than 4% the wages and salaries will increase all purpose rates to equal that actual amount to a maximum increase of 5%.

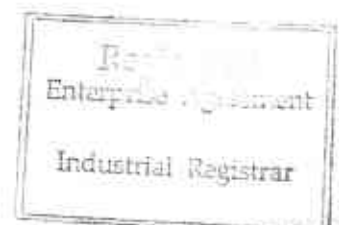
7. **EMPLOYING ENTITY**

It is agreed by all parties that Festive Foods is the employing entity of all employees covered by this agreement, for administrative purposes only. As Festive Foods is a fully owned subsidiary of Bartter Enterprises, all current and future entitlements will be met by Bartter Enterprises Pty Ltd.

8. **PUBLIC HOLIDAY LOADING**

To meet our customer requirements it is recognised that work will need to be performed on some public holidays. All work performed on public holiday will be paid at the rate of triple time.

Shift allowances will not be paid on public holidays when worked.



9. **SHIFT and WEEK END WORK**

Saturday or Sunday work that is performed as part of the ordinary weekly hours will be paid at the appropriate penalty rates as per the Poultry Industry Preparation (State) (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award (IRC no 2963 of 2000) Award. Shift work that is performed on Saturday or Sunday as part of the ordinary weekly hours will not attract shift allowance.

10. **SHIFT ALLOWANCE**

Shift Allowance which is paid as part of ordinary hours worked will continue, as is the current practice, to be paid on sick leave, public holidays on which the employee does not work, and all other leave entitlements other than annual leave.

In the case of annual leave, the employees roster shall be projected for the period of leave and a comparison of their projected roster earnings including shift allowance and their base rate with annual leave loading undertaken. The employee shall receive the higher of the two calculations for the period of annual leave. Shift Allowance is not paid on overtime

11. **CLASSIFICATION STRUCTURE**

Grade 1

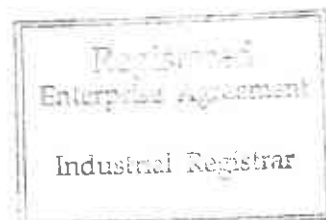
A Grade 1 employee mean a new employee who will remain a trainee for a period of up to 3 months and:

- shall perform routine duties associated with the operation of the Marsden Park Distribution Centre under direct supervision and requiring minimal judgement.
- shall receive such in-house training as may be required.

Grade 2

A Grade 2 employee is an employees who spends not less than two thirds of his/ her working time performing the function of order picking by carton, handling products or goods received to be refrigerated including going into loose trucks or containers and who may be required to carry / transport products or goods into or out of refrigerated storage or processing rooms and

- Shall be required to operate manual, mechanical or electrical equipment eg forklift
- Shall stack or consolidate pallet loads
- May attend to battery maintenance and recharging procedures for pallet transporters
- May be required to operate an electric scrubber and attend to basic non-trade maintenance
- Shall attend to store cleaning duties of a general nature.
- Storing and packing of goods and material in accordance with appropriate procedures and / or regulations.



- Preparation and receipt of appropriate documentation including liaison with suppliers.
- Allocating and retrieving goods from specific distribution centre areas.
- Basic VDU / Keyboard skills
- Periodic housekeeping and stock checks
- After proper training shall :

Be responsible for the quality of his / her own work subject to detailed direction.

Work in a team environment and / or under supervision.

Undertake duties in a safe and responsible manner

Possess basic interpersonal and communication skills

Grade 3

A Grade 3 employee is wholly or principally engaged in the checking of goods in an out of storage or containers at the Marsden Park Distribution Centre and who may be required to perform other duties as required including any duties of grade 2.

A Grade 3 employee :

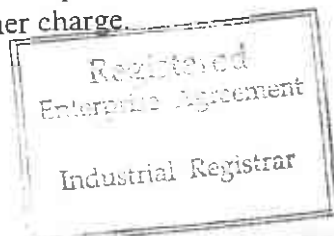
- shall have the knowledge to identify the correct use of cartons in respect to various customers and markets
- shall be able to mark and collate individual weights of cartons of local catchweight products
- shall check orders to ensure customer requirements are accurately met.
- Shall perform basic computer functions

Grade 4

A Grade 4 employee is one who is appointed as a Leading Hand and is responsible for the routine operation of the Marsden Park Distribution Centre or a shift of operation of the Distribution Centre or a large section of the Distribution Centre.

A Grade 4 employee :

- Shall possess a highly developed level of interpersonal and communication skills
- Shall supervise and provide job direction and guidance to other employees, assistance in induction and on the job training, and attend to matters of safety and occupational health as well as the disciplining and counselling of employees under his / her charge.



- May be in charge of any number of employees as designated.
- Shall implement quality control techniques and procedures
- Shall have appropriate VDU / keyboard skills and input data as necessary.
- Shall liaise with management, other distribution centers, processing plants and customers with respect to distribution center procedures.
- Shall maintain control systems including inventory control and be responsible for the preparation and reconciliation of regular reports of stock movements etc
- Shall exercise discretion within the scope of this grade.

May be required to perform duties of Grades 2 - 3.

12. **NEW TECHNOLOGY AND PROCESS IMPROVEMENT**

New Technology

The Company agrees that on the implementation of new technology affecting the workplace the parties will undertake a review of the work. It is agreed that the new work is of greater value, (through complexity not envisaged in the current Agreement) discussions will take place on the appropriate level of remuneration for those duties.

Process Improvement

The Company agrees that it will establish a working group involving Union Representatives and other employees to address productivity issues. The aim of the group would be develop systems improvement in the workplace and as a result the employees would share in any quantifiable gains.

13. **LEISURE DAYS**

Employees will give the Company written notice (Personnel Record Change Form) of 5 working Days notice of their intention to take Leisure Days. However the Company will grant employees Leisure Days on shorter notice if pressing personal circumstances exist. Both parties agree to act in a responsible manner.

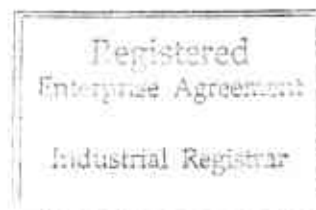
14. **EMPLOYEE ASSISTANCE FITNESS FOR WORK**

The Company will implement an Employee Assistance Scheme during the year 2002, during the implementation the Company will fully educate the union, management and employees of the process.

During the term of this Agreement the Company will hold discussions with the Union on the implementation of a "Fitness for Work System" which includes a Drug and Alcohol management process. The scheme will only be implemented once Agreement is reached.

15. GRIEVANCE / DISPUTES PROCEDURE

- 1) In the event that a grievance or dispute arises over matters dealt with by this award, as far as possible every effort will be made to resolve the issue at the local level. The parties are committed to speedy resolution of the issue in accordance with this procedure:
 - (a) the grievance or dispute should be raised by the employee or employees with their immediate manager, who will respond within two working days, unless there are circumstances preventing a response in that time;
 - (b) if the grievance or dispute is unresolved, the union delegate, organiser or other union official is to raise the issue with the senior manager on site who will respond within two working days, unless there are circumstances preventing a response in that time;
 - (c) if the grievance or dispute remains unresolved, the union may involve the relevant peak union council and the issue is to be referred to senior management of the company who will respond within two working days, unless there are circumstances preventing a response in that time;
 - (d) if the grievance or dispute remains unresolved it is to be notified to the Industrial Relations Commission of NSW for conciliation, and arbitration if necessary. The Commission's decision will be final.
 - (e) During discussions regarding the grievance or dispute, the status quo shall remain an work shall proceed normally in accordance with this agreement and the parent award and without stoppage of the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- 2) If the dispute concerns the dismissal of an employee for disciplinary reasons, at the union's request the company will place the dismissal on hold while the matter is discussed under this clause. The employee will be on paid suspension for the period of the discussions. If the issue is unresolved, the paid suspension ends at the conclusion of conciliation referred to in paragraph 1)(d) above and the dismissal will proceed, without prejudice to either parties' rights.
- 3) There is to be full continuity of operations without restrictions on normal work or industrial action of any kind while the procedures in this clause are followed. This subclause does not require employees to continue to work in circumstances where a genuine occupational health and safety issue arises.



16.

SIGNATURES

Signed for AND on behalf of: BARTTER ENTERPRISES

Name Print: ANNE MICHAEL NEILL

Witness Name RICHARDS, ADELE

Signature *Anne Michael Neill*

Signature *R. J. Richards*

Position: HUMAN RESOURCES MANAGER

Date 6.12.02

Date: 6.12.02

Signed for AND on behalf of: The Australasian Meat Industry Employee's Union - NSW

Name Print: CHARLES DONZON

Witness Name PATRICIA FERNANDEZ

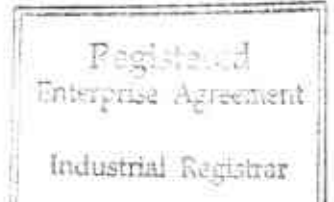
Signature *C. Donzon*

Signature *Patricia Fernandez*

Position: SECRETARY

Date 16.12.2002

Date: 16.12.2002



SCHEDULE A RATES OF PAY.

WAGE RATES

The existing allowances under the Poultry Industry Preparation Award State will be rolled into an All Purpose Rate (excluding shift allowances. This rate will be used for calculation of overtime and all leave accruals and all award provisions. The All Purpose Rate will be as per the following table:

<u>Level</u>	<u>From 1 July</u> <u>2002</u>	<u>From 1 July</u> <u>2003</u>	<u>From 1 July</u> <u>2004</u>
<u>Grade 1</u>	526.69	547.75	569.66
<u>Grade 2</u>	562.28	584.77	608.16
<u>Grade 3</u>	596.03	619.88	644.67
<u>Grade 4</u>	653.39	679.53	706.71

Those employees who have an overaward payment (green ink) will continue to receive this payment however it will not be included in the all purpose rate as detailed above, and accordingly will not be paid on overtime, leave etc.

In recognition of the role of Night Shift Supervisor, Trevor Fuller, will be paid an extra \$20 per week over and above the rates detailed in Grade 4 of the Classification Structure. This rate will not apply to any new incumbents, and will be removed if Trevor no longer performs the duties of Night Shift Supervisor.

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