

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/258

TITLE: Manassen Foods Australia - National Union of Workers New South Wales Branch - Enterprise Agreement 2004

I.R.C. NO: IRC4/4104

DATE APPROVED/COMMENCEMENT: 27 July 2004/1 April 2004.

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 8 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all applies employed by Manassen Foods Australia Pty Ltd, 490 Victoria Street, Wetherill Park NSW 2164, who fall within the coverage of the Storemen and Packers, General (State) Award

PARTIES: Manassen Foods Australia Pty Ltd -&- the National Union of Workers, New South Wales Branch

MANASSEN FOODS AUSTRALIA - NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH - ENTERPRISE AGREEMENT 2004

1. Title

The Agreement shall be known as the Manassen Foods Australia - National Union of Workers New South Wales Branch - Enterprise Agreement 2004.

2. Arrangement

1. Title
2. Arrangement
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3. Parties Bound

The parties bound by this agreement are Manassen Foods Australia Pty Ltd and the National Union of Workers New South Wales Branch.

4. Relationship to the Parent Award

This agreement shall be read in conjunction with the Storeman and Packers General (State) Award. Where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

5. Hours of Work

Consultation will take place between the Company and permanent employees covered by this Agreement, in relation to the temporary variance of the span of normal working hours.

- (a) Any such variance will require acceptance by the majority of employees covered by this Agreement.
- (b) The Company is required to give employees seven (7) days notice of any such change, or less if agreed by all parties.

6. Rostered Days Off (RDO's)

RDOs have been replaced by a short working day each Friday (i.e. a 6.0 hour day). Where the Friday of a week may be a public holiday the day prior will be treated as the short day.

7. Casual Employees

- (a) The Company will endeavour to operate the Warehouse with a team of permanent employees.

- (b) Casual or Agency staff can be engaged to perform specific tasks for a specific period.
 - (i) Casual or Agency staff can be engaged for the purpose of covering; the seasonal demands of the business, employee absences and leave.
 - (ii) Casual or Agency staff can be engaged to perform the functions of a Storeperson Grade 1, once the work has been offered in the first instance to Manassen Foods' permanent employees.
 - (iii) When the engagement of Casual or Agency staff reaches a period of six (6) consecutive months, the Company will undertake a review of the employment status and the business needs. Where Management deems the work is ongoing, an offer will be made for permanent employment to a suitable applicant, in conjunction with the Company's recruitment and selection policy.
 - (iv) Casual and Agency employees to be paid site rates of pay.
 - (v) Before hiring casual labour from Labour Hire Companies Manassen Foods Australia Pty Ltd will discuss with them the fact that payments should be shop rates (for the grade at which they will be performing), plus casual loading.

8. Training

The Company will undertake a training program for Warehouse personnel in the operation of electronic equipment.

9. Classifications

Classifications as per attached table "Appendix A".

New employees will be classified at a rate of Grade 1 for up to a period of twelve (12) months.

10. Rates of Pay

An increase of 7.5% to wages and allowances for a two (2) year Agreement. This will be applied 3.5% effective 1st April 2004 and 4% effective 1st April 2005.

The rates of pay are set out in "Appendix B" to this Agreement.

11. Allowances

Cold and Freezer Allowance

This allowance was included in the wage rates of the current agreement effective 1st April 2002. NUW acknowledged the tasks performed by our employees in the freezer were limited and irregular.

Meal Allowance

Meal Allowance of \$9.16 (as at 1st April 2004) and \$9.53 (as at 1st April 2005) will be paid as per the award.

12. General Conditions

- (a) Uniforms including protective footwear will be provided and worn on a daily basis, (upon request within the first six weeks of employment). If any employee leaves their employment, the employee may return the uniform and footwear or the employer may automatically recoup the cost of such uniforms and footwear from the employee's termination as per the schedule set out below:

Age of Clothing	Price
0 - 6 months	Cost Price
6 - 12 months	½ Cost Price

Over 12 months	No Charge
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Uniforms to include:

- 1 Pair Safety Boots annually
- 3 Pair Pants as an initial issue, to be replaced as required*
- 5 Shirts as initial issue, to be replaced as required*
- 1 Castro Jacket (currently issued) to be replaced as required*

* Old for New

- (b) Half lockers will be provided for each employee at the expense of the employer. The employee and the employer will both hold a key.
- (c) All employees will be provided with training concerning Anti-discrimination and Workplace Harassment Laws and OH&S at the cost of the company.
- (d) It is a term of this agreement that all parties to the agreement will abide by the company's policies as listed. The company undertakes to provide training, as requested, on the following and all other company policies.

Affirmative Action

Attendance & Absenteeism

Disclosure of Personal Information

Drugs, Alcohol & Smoking

Equal Employment Opportunity

Injury Management

OH&S

Rehabilitation

Security

Superannuation

Training & Development

Workplace harassment

VQM

GMP

- (e) Any warehouse employee has the right to join the NUW and will be advised of the Union Delegate at the time of inclusion.
- (f) Where the worker provides written authority, the employer will deduct union membership fees from the employee's wages or salary and remit them, along with a schedule of such contributions, to the union at monthly intervals.
- (g) The employer will not be held responsible for any arrears in payments as this is an issue to be resolved by the union and its members.

13. Disputes Procedure

Refer to the Clause 5 of the Storeman and Packers General (State) Award.

14. Transmission of Business

- (a) The Company will agree to this clause only in the situation where, Manassen Foods are acquiring the business.
- (b) In cases where a transmission of business occurs and Manassen Foods Australia Pty Ltd is the Employer, known as the "transmittee", the following will apply:

- (i) Where a business is, on or after the date of the Agreement, transmitted from an Employer (the "transmittor") to another Employer (the "transmittee"), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee.
- (ii) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission, and
- (iii) The period of employment, which the employee has had with the transmittor or any prior transmittor, shall be deemed to be the service of the employee with the transmittee.

"Business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

15. No Extra Claims

It is a term of this agreement that the unions, the company and all employees are bound by this agreement and will not pursue extra claims, award or over award for the life of this agreement, including increases arising from award variations or decisions of the Commission other than increases that are consistent with the terms of this agreement

16. Duration

This agreement shall operate from the 1st April 2004 and remain in force until the 31st March 2006. Re-negotiations are to commence during the three (3) months prior to the end of the agreement.

17. Signatures

Signed for and on behalf of: Manassen Foods Australia Pty Ltd

.....
 Kathy Seymour
 Human Resources Manager

.....
 Dated:

Signed for and on behalf of:
 National Union of Workers New South Branch

.....
 Derrick Belan
 State Secretary

.....
 Dated:

APPENDIX A

Classifications Table:

Grade 1 - Storeperson

Duties will include:

- 1. Loading and unloading of vehicles/containers.

2. Pick and pack orders, ensuring stock is:
 - (a) In good condition, and
 - (b) In date.
3. Attend to customers for receiving, checking and despatching of products.
4. Document and record goods and materials.
5. Maintain picking location bins.
6. Identifying, selecting and repacking of stock.
7. Pallet stacking.
8. Product labelling.
9. General labouring and cleaning duties.
10. Carry out stock-take twice yearly.
11. Housekeeping within the Warehouse and its surrounds, equipment and stock.
12. Operation of materials handling equipment to perform stores work eg. Hand trolley and pallet jack.
13. Operation of electronic equipment to perform stores work eg. RF- terminals, Document scanners.
14. Understanding of orders and worksheets.
15. Report processing errors to Warehouse Manager.
16. Satisfy internal and external Customer needs.
17. Understanding of health and safety requirements when performing the above functions.

Grade 2 - Storeperson

Has reached the level of proficiency in all Grade 1 skills and responsibilities.

A Grade 2 Storeperson will also:

1. Be prepared to undertake training in more complex skills.
2. Understand administrative tasks associated with the processing of documentation related to receiving, processing and despatch. Including the use of electronic equipment eg. RF-terminals, Document scanners, keyboard.
3. Will perform duties safely under general Supervision.
4. Understanding of health and safety requirements when performing the above functions.

Grade 3 - Storeperson

Shall mean an employee who has achieved and maintained the level of proficiency and responsibility in all skills of Grade 1 and Grade 2 Storeperson.

A Grade 3 Storeperson is also capable of performing the following functions:

1. The ability to work from more complex instructions and procedures.
2. The ability to co-ordinate work in a team environment under general Supervision.
3. Confirm accuracy of orders by checking quantity pricing, coding, description of goods, etc.
4. Perform administrative tasks associated with the processing of documentation related to receiving, processing and despatch. Including the use of electronic equipment eg. VDU, keyboard, RF-terminals, Document scanners.
5. Perform stock control functions including responsibility for the preparation and reconciliation of regular reports or stock movement, despatches, etc.
6. Liaise with other Company Departments and external parties as required.
7. Perform work requiring minimal supervision.
8. Responsible for checking quality of their own work.
9. Possess a good level of interpersonal and communications skills.
10. Sound knowledge of health and safety requirements.

Grade 1A - Storeperson/Forklift Operator

Duties will include:

1. Licensed and/or certified to operate all materials handling equipment to perform stores work eg. Forklift, hand trolley and pallet jack.
2. Operate the equipment safely, and be aware of safety standards and procedures.
3. Loading and unloading of vehicles/containers.
4. Pick and pack orders, ensuring stock is:
 - (a) In good condition, and
 - (b) In date.
5. Attend to customers for receiving, checking and despatching of products.
6. Document and record goods and materials.
7. Maintain picking location bins.
8. Identifying, selecting and repacking of stock.
9. Pallet stacking.
10. Product labelling.
11. General labouring and cleaning duties.
12. Carry out stock-take twice yearly.
13. Housekeeping within the Warehouse and its surrounds, equipment and stock.

14. Operation of electronic equipment to perform stores work eg. RF- terminals, Document scanners.
15. Understanding of orders and worksheets.
16. Report Forklift mechanical problems to the Warehouse Manager.
17. Report processing errors to Warehouse Manager.
18. Satisfy internal and external Customer needs.
19. Understanding of health and safety requirements when performing the above functions.

Grade 2A - Storeperson/Forklift Operator

Has reached the level of proficiency in all Grade 1 skills and responsibilities and is licensed and/or certified to operate a Forklift.

A Grade 2A Storeperson/Forklift Operator will also:

1. Be prepared to undertake training in more complex skills.
2. Understand administrative tasks associated with the processing of documentation related to receiving, processing and despatch. Including the use of electronic equipment eg. RF-terminals, Document Scanners, keyboard.
3. Will perform duties safely under general Supervision.
4. Understanding of health and safety requirements when performing the above functions.

Grade 3A - Storeperson/Forklift Operator

Shall mean an employee who has achieved and maintained the level of proficiency in all skills of lower grades.

A Grade 3A Storeperson/Forklift Operator is also capable of performing the following functions:

1. The ability to work from more complex instructions and procedures.
2. The ability to co-ordinate work in a team environment under general Supervision.
3. Confirm accuracy of orders by checking quantity pricing, coding, description of goods, etc.
4. Perform administrative tasks associated with the processing of documentation related to receiving, processing and despatch. Including the use of electronic equipment eg. VDU, keyboard, RF-terminals, Document scanners.
5. Perform stock control functions including responsibility for the preparation and reconciliation of regular reports or stock movement, despatches, etc.
6. Liaise with other Company Departments and external parties as required.
7. Perform work requiring minimal supervision.
8. Responsible for checking quality of their own work.
9. Possess a good level of interpersonal and communications skills.
10. Sound knowledge of health and safety requirements.

APPENDIX B

Rates of Pay

Rates per Week as at 1st April 2003

Storepersons			Forklift Drivers		
	Per Week	Per Hour		Per Week	Per Hour
Grade 1	639.06	16.82	Grade 1	665.10	17.50
Grade 2	665.69	17.52	Grade 2	692.82	18.23
Grade 3	675.02	17.76	Grade 3	702.52	18.49
Grade 4	704.70	18.54	Grade 4	733.43	19.30
Grade 5	725.15	19.08	Grade 5	754.70	19.86

Rates per Week as at 1st April 2004 - Increased by 3.5%

Storepersons			Forklift Drivers		
	Per Week	Per Hour		Per Week	Per Hour
Grade 1	661.43	17.41	Grade 1	688.38	18.12
Grade 2	688.99	18.13	Grade 2	717.07	18.87
Grade 3	698.65	18.39	Grade 3	727.11	19.13
Grade 4	729.36	19.19	Grade 4	759.10	19.98
Grade 5	750.53	19.75	Grade 5	781.11	20.56

Rates per Week as at 1st April 2005 - Increased by 4%

Storepersons			Forklift Drivers		
	Per Week	Per Hour		Per Week	Per Hour
Grade 1	687.89	18.10	Grade 1	715.92	18.84
Grade 2	716.55	18.86	Grade 2	745.75	19.63
Grade 3	726.60	19.12	Grade 3	756.19	19.90
Grade 4	758.53	19.96	Grade 4	789.46	20.78
Grade 5	780.55	20.54	Grade 5	812.35	21.38