



STATUTORY INSTRUMENTS.

S.I. No. 661 of 2019



REGISTERED EMPLOYMENT AGREEMENT (FRESHWAYS FOOD
COMPANY) ORDER 2019

S.I. No. 661 of 2019

REGISTERED EMPLOYMENT AGREEMENT (FRESHWAYS FOOD
COMPANY) ORDER 2019

WHEREAS I, PAT BREEN, Minister of State at the Department of Business, Enterprise and Innovation, in exercise of the powers conferred on me by subsection (5A) (inserted by section 5(d) of the Industrial Relations (Amendment) Act 2012 (No. 32 of 2012)) of section 27 of the Industrial Relations Act 1946 (No. 26 of 1946), being satisfied that subsections (1) to (5) of the said section 27 have been complied with and considering it appropriate to do so, hereby make the following order:

1. This Order may be cited as the Registered Employment Agreement (Freshways Food Company) Order 2019.
2. The terms of the employment agreement registered by the Labour Court on 29 May 2017 and set out in the Schedule are hereby confirmed.

SCHEDULE

SIPTU Exclusivity Agreement with Freshways Food Company Ltd

30/11/2016

Clause 1:

Purpose of Agreement

The purpose of this Agreement is to promote co-operation and good industrial relations between the Company and the Union, and to develop an orderly and harmonious relationship to the mutual advantage of the Company, the Union members and all employees of the Company. Therefore, the parties recognise that the success of the Company and the job security of the employees, depends upon the Company's success in manufacturing a quality product and its ability to sell a product in a competitive market. Fundamental to the execution of this Agreement is the fact that the Company must be operating and trading profitably and must retain sufficient reserves to withstand market

and commercial uncertainties. To that end the Company is required to

update, on a six-monthly basis, the performance indicators to the relevant SIPTU officials. In the event that there is a dispute in respect to these key performance indicators, the Company will appoint an Independent Individual or Practice to give their view. This to take place no more than once every two years and the outcome would be confidential to the SIPTU officials only.

Consequently, both parties dedicate themselves to settle all differences, that may arise herein, peacefully and satisfactorily by sincere and patient efforts and in accordance with the Grievance Procedures agreed in this document. It is also hereby agreed that no action will be taken by either side until the Grievance Procedure has been exhausted, except in cases warranting instant dismissal.

Any future proposed changes to employee Terms & Conditions of Employment, as contained in the Employee Handbook, or difference of interpretation of same, will be addressed in the first instance by dialogue between the parties at local level.

All parties agree that they will meaningfully engage in such a dialogue in an effort to reach an agreement. However, should agreement not be reached at this stage, both parties agree that the matter will jointly be referred to the WRC and/or the Labour Court for resolution or any other dispute resolution mechanism agreed by the parties.

4 [661]

Clause 2:

SCOPE

This Agreement applies to all General Operatives and Van Sales Drivers who are in membership of Siptu.

Clause 3:

UNION MEMBERSHIP

- a) The Company recognises SIPTU as the sole negotiating body on behalf of the General Factory Workers, and Van Sales Drivers coming within the scope of this Agreement.
- b) It shall be a 'Condition of Employment' that General Factory Workers, and Van Sales Drivers employed by the Company shall, on employment, become and remain benefit members of SIPTU, subject to this clause not contravening any individuals rights of association or statutory entitlements. At a minimum, the Company will structure the deduction Authorisation Form with a three months' notice period of cancellation. The Company undertakes to notify SIPTU of any cancellation requests it receives within two weeks of receipt of same. (Agency Workers may commence with the Company as long as the Siptu authorisation deduction form has been signed. See Clause 6.)
- c) The Company shall have the sole right to recruit employees and the Union will undertake to take into membership any employee recruited by the Company who would come within the scope of this Agreement.
- d) The Company shall deduct Union Subscriptions from wages, on a weekly basis and at the rate notified, In writing, by the Union and forward to SIPTU on a monthly basis. All employees who are subject to this Agreement shall sign an Authorisation Form to this effect on joining the Company.
- e) Current employees will be given the opportunity to join SIPTU.
However, no employee will be forced.

Clause 4:

SHOP STEWARDS

Shop Stewards and Committee will be elected in accordance with Union procedures and the Union will advise the Company, in writing of the names of the elected Shop Stewards. All negotiations will be carried out by Union Officials. Such Official, or Officials, will not encourage or permit any act which interferes with normal operations leading to disruption of work, loss of production, other than by means of official action, authorised in writing by the Union, after the procedures for settling disputes have been exhausted. Under normal circumstances the Shop Steward:-

- a) Will represent the members' fairly and effectively in all matters, within the limits delegated by the Union, and in accordance with laid down procedures.
- b) Will attend negotiations between the Company and Union Officials.
- c) Will have reasonable facilities provided by the Company to carry out their function such as access to a private room if needed.
- d) Will receive five paid days release to attend SIPTU training courses.

The Shop Steward will be expected to meet the same work and performance standards as other workers. The Shop Steward will not act, in his capacity as Shop Steward, other than to represent members of his own Union. In the event of any unofficial action, the Shop Steward will be seen to do everything possible within the Terms of Agreement, and his Union's direction, to end the unofficial action and to ensure that normal working is resumed. Shop Stewards engaging in, advocating, or supporting in any way unofficial action, will cease to be Shop Stewards and like other staff involved in the action will be subject to disciplinary action which could be anything up to and including dismissal. The Shop Steward must receive permission from his Departmental Manager before he leaves his place of work on Union business and must also receive permission from the Departmental Manager whose area he is entering.

The ratio of Shop Stewards to member will be.....

Clause 5:

SAFETY REPRESENTATIVE

A Safety Representative will be elected by the workforce and will be released with pay to attend a training course provided by the Union. The Company will comply with all regulations in matters pertaining to the role and functions relating to the Safety Representative.

Clause 6:

Agency Workers.

The Company may employ Agency workers and these workers will be subject to the Terms and Conditions of this agreement including the requirement to become and remain members of Siptu as outlined in Clause 3. of this agreement.

Clause 7.

All working arrangements as exist at the time of signing of this agreement as outlined in the staff handbook or through custom and practice to remain in place.

Clause 8:

REGISTRATION OF AGREEMENT

It is agreed between the Company and the Union that this Collective

Agreement will be lodged and registered with the Labour Court as per the Labour Court (Registered Agreements) Rules 2015. This Agreement shall hold true and its fundamentals shall sustain for so long as Freshways under its current ownership continues to trade.

Divisional Organiser (SIPTU)

Industrial Organiser (SIPTU)

Representative of Freshways

GIVEN under my hand,
18 December, 2019.

PAT BREEN,
Minister of State at the Department of Business, Enterprise
and Innovation.

EXPLANATORY NOTE

(This note is not part of the Instrument and does not purpose to be a legal interpretation.)

The purpose of this Order is to promote co-operation and good industrial relations between the Company and the Union, and to develop an orderly and harmonious relationship to the mutual advantage of the Company, the Union members and all employees of the Company. The Order sets out the agreed terms and conditions from 29 May 2017 and applies to all SIPTU General Operative Grade workers and all SIPTU Van Sales and Driver Grade workers engaged by Freshways Food Company.

BAILE ÁTHA CLIATH
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR
Le ceannach díreach ó
FOILSEACHÁIN RIALTAIS,
52 FAICHE STIABHNA, BAILE ÁTHA CLIATH 2,
D02 DR67.

Teil: 076 110 6834
r-post: publications@opw.ie

DUBLIN
PUBLISHED BY THE STATIONERY OFFICE
To be purchased from
GOVERNMENT PUBLICATIONS,
52 ST. STEPHEN'S GREEN, DUBLIN 2,
D02 DR67.

Tel: 076 110 6834
E-mail: publications@opw.ie

€ 3.00

