

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/338

TITLE: National Foods Milk Limited Penrith Operations Agreement 2000 - 2001

I.R.C. NO: 2000/4881

DATE APPROVED/COMMENCEMENT: 7 November 2000/ 13 July 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged in the receipt, processing, packaging and distribution of milk and related products at the company's Penrith site

PARTIES: National Foods Milk Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



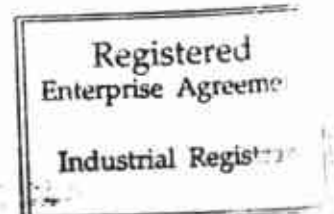
**NATIONAL FOODS MILK LIMITED
PENRITH OPERATIONS AGREEMENT 2000 - 2001**

1. TITLE

This agreement shall be known as the "National Foods Milk Limited Penrith Operations Agreement 2000 - 2001" ("the agreement").

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3. **INCIDENCE AND PARTIES BOUND**

This agreement is made between National Foods Milk Limited (ABN 63 051 195 272), ("the company"), and the Transport Workers' Union of Australia, NSW Branch ("the union") on behalf of all employees who are eligible to be members of the union employed at the company's Penrith facility ("the site") engaged in the receipt, processing, packaging and distribution of milk and related products at the Penrith site.

4. **OBJECTIVE**

The objective of this agreement is to assist the site in achieving continuous improvement in occupational health and safety performance, customer service and waste reduction; and to facilitate employee training.

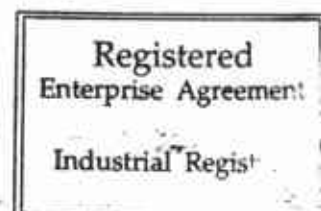
5. **PARENT AWARD**

Where this agreement is silent the provisions of the Milk Treatment and Distribution (State) Award ("the award") will apply. In the event of any inconsistency between the award and the agreement, the agreement shall take precedence to the extent of the inconsistency.

6. **CONSULTATIVE COMMITTEE**

A site consultative committee will be established. The objective of the committee is to facilitate the achievement of the objective of this agreement and to enhance site communications. The committee will meet not less than bi-monthly. The agenda will include any significant proposed changes to site operations, the development and implementation of training and any given grievances that have not been satisfactorily resolved by department managers.

The committee will contain six to eight elected members drawn from employees covered by this agreement and management representatives. A quorum of three employee representatives must be present at each meeting. If elected representatives are unable to attend a meeting, a nominated substitute can attend in their place.



7. DISPUTES PROCEDURE

In the event that any claim or grievance arises, the matter will be discussed with the relevant department manager or his/her nominee. Where an issue cannot be resolved at this level it shall be discussed between the relevant senior manager or his/her nominee, the site TWU delegate and appropriate union representative.

Where there is a likelihood of industrial action on any matter the TWU delegate shall advise the relevant senior manager of the nature of the dispute and the senior manager shall convene a meeting of the relevant parties within 24 hours from the time of notification. If the matter remains unresolved it shall be referred to the N.S.W. Industrial Relations Commission for resolution.

In the event that an employee is dismissed by the Company and the union opposes that dismissal, the employee concerned shall be suspended without deduction of pay until a meeting has been convened involving the TWU delegate, relevant senior manager and employee concerned to discuss the matter.

8. COMMITMENT TO TRAINING

The parties to this agreement are committed to training and development for the mutual benefit of the Company and employees.

In the interests of both employee and company development, safety standards and environmental issues, employees are expected to undergo specific training in order to perform their duties in a safe and competent manner. In the event that the site's requirements are not being met, management will discuss the issue with the consultative committee. If necessary, the matter shall be resolved pursuant to the Disputes procedure clause of this agreement.

The Company shall make efforts to schedule training activities within normal working hours. However, the parties acknowledge that due to the need for continuity of business operations, type of training and participant numbers required, training activities will at times need to be scheduled outside normal working hours. Where this occurs training will be scheduled as close as possible to the commencement or finish of the shift.



Should employees be unable to attend compulsory training activities outside their normal working hours for a genuine personal reason, they must notify their supervisor/manager prior to the training day explaining the situation and agree to attend an alternative session.

Where employees do not attend compulsory training activities during normal working hours or where they have agreed to attend training outside normal working hours, and do not attend or provide appropriate notice of non attendance, they will be counselled as per the Company disciplinary procedure.

Payment for attendance of training outside normal working hours will be at overtime rates.

9. HOURS OF WORK

a) The ordinary hours of work shall be an average of 38 hours per week as per award.

b) Shift Definitions

Early Morning Shift - shall mean a shift commencing after 3.00 a.m. and before 6.00 a.m.

Day Shift - shall mean a shift commencing at or after 6.00 a.m. and before 2.00 p.m.

Afternoon Shift - shall mean a shift commencing at or after 2.00 p.m. and finishing at or before midnight.

Night Shift - shall mean a shift finishing after midnight or commencing at or before 3.00 a.m.

c) In addition to the rates of pay outlined in Appendix 1 rostered shift workers shall receive a shift penalty/allowance when they work from Monday to Friday.



Rostered shift workers working an ordinary shift on a Saturday shall be paid time and one half for the first eight hours and overtime rates thereafter. Rostered shift workers working an ordinary shift on a Sunday shall be paid time and three quarters for the first eight hours and overtime rates thereafter.

Shift Allowances

Early Morning	\$ 8.88
Day	Nil
Afternoon	\$13.08
Night	\$26.60

10. ROSTERED DAYS OFF (RDO)

RDO's will be rostered by management to take into account work requirements and where possible meet employees requests.

Where an employee's roster includes weekend days an RDO can be applied for from management and if granted will not carry any penalty rate payments for this day.

11. ROSTERING OVER SEVEN DAYS

As the business operates 7 days per week the ordinary hours of work will be 38 hours, rostered over not more than five days in each seven day week, and may include weekends and public holidays.

Where employees are rostered over weekends they shall be paid time and a half on a Saturday and time and three quarters on a Sunday.

Employees should have the following options with regard to public holidays, however at the beginning of the year they need to indicate which option they would prefer, either -

1. To work and receive Public Holiday rates.
2. To work and be paid time and one half for all hours worked and receive a day in lieu.



12. OVERTIME

All time worked in excess of the normal rostered hours in any one day or outside the employee's fixed start and finishing time, shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.

Where employees are rostered to work on a Sunday as part of their normal rostered hours and work overtime, all overtime worked on the day will be paid at double time.

Employees called in to work on their rostered day off will receive payment at double time for all hours worked, with a minimum payment of four hours.

13. MEAL BREAK AND ALLOWANCE

A paid meal break of twenty minutes shall be taken at a time to ensure continuous plant operation.

An employee who works in excess of two hours overtime per shift with or without notice shall receive a meal allowance of \$6.60.

14. LEAVE

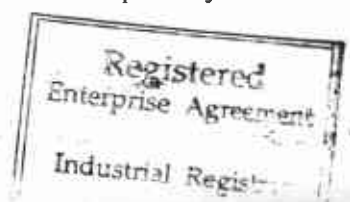
a) Annual Leave

Annual leave will accrue at the rate of twenty (20) days per annum for full-time employees and pro rata amounts for part-time employees.

b) Sick Leave

Employees must notify their supervisor/manager of the nature and expected duration of any absence prior to the commencement of their shift or at the earliest opportunity and, when requested, provide medical evidence of why they were unable to attend.

The conditions which govern the taking of sick leave as stated in the award shall apply. Employees are entitled to 5 days in their first year of employment and 10 days in each subsequent year.



Employees absent the day before or after a public holiday or RDO must produce a medical certificate stating why they were unable to attend work, to be paid.

c) Long Service Leave

Long service leave shall be in accordance with N.S.W. Long Service Leave Act.

d) Bereavement Leave

An employee, other than a casual, shall be entitled to a maximum of two days without loss of pay, on each occasion, and on the production of satisfactory evidence of the death of a person as prescribed by the relevant subclause in the award.

e) Other Leave

Employees can apply for Carers Leave/Maternity Leave including Parental Leave as per the Industrial Relations Act and the National Foods Policy.

f) Jury Service

i. An employee required to attend for Jury Service during their ordinary working hours shall be reimbursed any loss of pay in respect for ordinary time they would have worked had they not been on jury service.

ii. An employee must notify of any requirement to attend for jury service at the earliest opportunity. In addition, the employee must provide proof of attendance and proof of any amount received.

g) Public Holidays

As gazetted in the State of New South Wales.



15. PAYMENT OF WAGES

All employees shall be paid by electronic funds transfer on a weekly basis.

16. SUPERANNUATION

- a) All employees are required to become and remain members of the TWU Superannuation Fund and all rights and obligations of the Company and the employees in relation to superannuation shall be determined in accordance with the Trust Deeds and rules governing the relevant Fund.
- b) Employees who are already members of the National Foods Limited Superannuation Fund may remain in that fund or any successor.

17. CLASSIFICATION STRUCTURE AND WAGES

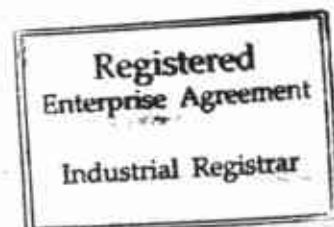
The parties agree to a structure based on competency levels as classified in the Certificate in Food Processing. National Foods Limited will provide a once off payment to employees who as a result of our training and development move up a classification structure. Rewards for these levels are set out below. This will help provide the incentive and reward for the continual progression through to the Certificate in Food Processing.

- a) Wage Increase

A 4% increase on the first pay period commencing 13th July, 2000 and a further 4% for the pay period commencing 13th July, 2001.

Site Employees Classification Structure

Level 1A - Entry level employees. An employee will be expected to complete the core modules of the first level of Certificate in Food Processing, namely OHSA, Hygiene & Sanitation A, Quality Assurance A, Industrial Communication A, and Calculations A. Employees will remain at this level for a maximum period of 3 months.



This training being part of the induction process prior to joining the company or upon commencement of employment.

Level 1B - Employees will be classified at this level after the core modules have been completed. Training at this level will be Packaging A and Materials Handling A. Employees will remain at this level for a maximum period of 3 months.

Level 1 - Employees will be classified at this level when the prerequisites from Level 1B have been completed. Training at this level will be HACCP and Introduction to Dairy Food Processing.

Level 2 - A \$150.00 incentive when employees are classified at Level 2.

Employees who have completed at least six months service and are competent in a range of job related tasks within the factory including, but not limited to, stores work, machine operations, pasteurising etc. Employees will undertake Certificate in Food Processing training through to Level 2. Structured training, will be provided in accordance with the Training Committee and training plans.

Level 3 - A \$250.00 incentive when employees are classified at Level 3.

Employees have completed Level 1 and Level 2 skills accreditation and have recognised employee supervisory skills in the Operation and Distribution areas. Employees will undertake training at Level 3 of the Certificate of Food Processing.



Level 4 - A \$500.00 incentive when employees have achieved the Certificate in Food Processing.

Employees, who attained the Certificate in Food Processing training and apply those skills within the factory may undertake further studies to enhance their career opportunities at a higher level, e.g. Diploma in Food Technology etc.

Employees will in the life of this Agreement be given the opportunity to move one level of the structure providing that the appropriate training associated with the "granted" classification is achieved.

18. PRECEDENT

This agreement is not to be used as a precedent for any claim on any other site or business operated by National Foods Limited or its subsidiaries.

19. COOLROOM ALLOWANCE

An allowance of \$15.00 per week will be paid to employees who work more than 50% of their rostered shift in the coolroom.

20. NEXT AGREEMENT

During the life of the Agreement the EBA Committee and the Company will monitor the Consumer Price Index because of the recently introduced GST.

In the case where the GST rate is increased from the current level of 10% negotiations for possible wage increases may commence.

Notwithstanding the above, the governing principles of the EBA negotiations which are based on CPI increases, general community movements, and the ability for the business to pay are acknowledged.



21. DURATION

This agreement shall come into force from 13th July, 2000 for a twenty four month period and conclude on 12th July, 2002.

The Company and the union will meet in April 2002 to commence re-negotiating the next agreement.

The parties agree the next agreement commencing on 13th July, 2002 will be of at least two years duration.

22. EXECUTION

Signed for National Foods Milk Limited by Ron Della Vedova, Regional General Manager.

R. Della Vedova

Date: 30 Aug 2000

Signed for the Transport Workers' Union of Australia, N.S.W. Branch

Anthony Sheldon
Anthony Sheldon
Secretary

Date: 6-9-2000

