

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/181

TITLE: Parmalat Foods Australia Pty Ltd - AMIEU Enterprise Agreement (Albury, NSW) 2003-2006

I.R.C. NO: IRC3/4295

DATE APPROVED/COMMENCEMENT: 11 August 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/272

GAZETTAL REFERENCE: 31 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Parmalat Foods Australia Pty Ltd (ACN 00 963 799) located at 470/482 Hovell Street, Albury who fall within the coverage of Milk Treatment & Distribution (State) Award, NSW

PARTIES: Parmalat Foods Australia Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

PAULS VICTORIA - ALBURY AGREEMENT 2003-2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
INDUSTRIAL RELATIONS ACT (NSW) 1996

Arrangement

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1. Title and Duration

This agreement shall be known and referred to as the "Pauls Victoria - Albury Agreement 2003-2006.

This agreement shall operate from 1st July 2003 to 30th June 2006.

2. Parties Covered

This agreement shall apply to and be binding upon :

Parmalat Foods Australia Pty Ltd (ACN 000 963 799) located at 470/482 Hovell Street, Albury ("the employer");

Australasian Meat Industry Employees Union, New South Wales Branch ("the unions").

3. Parmalat Foods Agreement 1997 & Parmalat Foods Distribution Agreement 1997

Subject to the terms and provisions of this agreement, the terms and provisions of the "Parmalat Foods Agreement 1997" and the "Parmalat Foods Distribution Agreement 1997" (as certified by the Industrial Relations Commission of New South Wales) shall continue to apply during the period of this agreement.

4. Hours of Work

The parties agree to adopt and accept flexible hours of work related to production demand and distribution requirements in order to provide a 24 hour delivery service for distribution and customer interface which supports customer needs.

The ordinary hours of work for full-time employees shall be rostered to average 38 hours per week over a work cycle.

4.1 Spread of Hours

- (i) The ordinary hours of work for all employees shall be worked between Monday and Friday inclusive between the hours of 2am and 6pm and shall not exceed 10 hours in any one day exclusive of unpaid meal breaks.
- (ii) Any agreement to alter the spread of hours provided for in subclause (iii) and (iv) of Part A of this clause must be genuine with no compulsion to agree.
- (iii) Commencing and finishing times within the spread of ordinary hours in subclause (i) of Part A of this Clause may be altered by agreement between the Company and employee(s) concerned.
- (iv) Commencing and finishing times outside the spread of ordinary hours in subclause (i) of part A of this clause may be altered by agreement between the Company and employee(s) concerned.

4.2 Arrangement of Hours

Subject to Part A, Spread of Hours, the arrangement of hours shall be:

(a) Day Workers

Subject to (b), the ordinary hours of work for employees engaged in Administrative positions within the Office shall be 40 hours per week to be worked within a work cycle not exceeding five consecutive days of not less than eight hours per day.

(b) Shift Workers

The ordinary hours for a shift worker shall be five shifts of eight hours each day in any period of seven consecutive days, or, four shifts of ten hours each day in any period of five consecutive days. This applies to Operational employees engaged as Drivers and/or Coolroom employees.

A different arrangement of hours to that prescribed in (i) or (ii) of Part B of this Clause may be agreed upon by the Company and the employee(s) concerned.

5. Sick Leave

An employee with more than 12 months continuous service shall be entitled to sick pay of 76 ordinary working hours and an employee with less than 12 months continuous service shall be entitled to sick pay of 38 ordinary working hours.

6. Redundancy Severance Pay

Except for the agreement made on the 31st May 2000, the following provisions shall apply:

Notwithstanding the tables as set out in this clause all terms and provisions shall be in accordance with the Parmalat Foods Agreement 1997.

Employees shall receive all entitlements in accordance with the said agreement.

Where an employee is terminated due to redundancy in accordance with the terms and provisions of the Parmalat Foods Agreement 1997 and subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a period of continuous service:-

Less than 1 year	1 week
1 year and more	4 weeks for each year of service

7. Wages

The ordinary base wages (\$ per week) and increases provided for in this agreement are set out in the following table:-

Level	On Signing of Agreement	1/12/2003	1/06/2004	1/12/2004	1/06/2005	1/12/2005
	3%	2%	3%	2%	3%	2%
PA1	545.90	556.80	573.50	585.00	602.60	614.70
PA5	612.90	625.20	644.00	656.90	676.60	690.10
POG1	561.40	572.60	589.80	601.60	619.60	632.00
POG2	571.70	583.10	600.60	612.60	631.00	643.60
POG3	582.00	593.60	611.40	623.60	642.30	655.10

7.1 Wage Increases

The base weekly pay rates of employees shall be increased during this Agreement (as noted in the above table) as follows:

2.0% increase with effect from the first full pay period commencing on or after 1 December, 2003.

3.0% increase with effect from the first full pay period commencing on or after 1 June 2004.

2.0% increase with effect from the first full pay period commencing on or after 1 December, 2004.

3.0% increase with effect from the first full pay period commencing on or after 1 June, 2005.

2.0% increase with effect from the first full pay period commencing on or after 1 December, 2005.

7.2 Payment of Wages

Pauls shall provide a system, such as an electronic recording device or time book, through which the correct times of beginning and ending work can be indelibly recorded each day by the employee. In addition, records shall be kept showing the total weekly hours worked and the amount of wages received for such week.

Remuneration shall be paid at the expiration of each week upon the written authority of employees into bank accounts nominated by the employees. All earnings, including overtime, shall be paid within four days of the expiration of the week in which they accrue.

Each employee shall be supplied on or before pay day with a statement in writing showing, or from which may be calculated, the amount of ordinary pay, overtime, allowances and the amount of deductions for any purposes in respect of the amount paid.

Subject to continued compliance with this Agreement, where written authority is provided by an employee, Pauls will deduct union membership fees from the employee's wages or salary and remit them, along with a schedule of contributions, to the relevant union party to this Agreement at monthly intervals.

8. Shift Penalties

Employees with a work cycle of 5 shifts of 8 hours per day as follows:-

Afternoon Shift shall mean a shift finished after 6pm.

Night Shift shall mean a shift finishing after midnight and before 10am.

Morning Shift shall mean any shift finishing before 1pm.

Payment for these shifts shall be:-

	On Signing	1/12/2003 +2%	1/6/2004 + 3%	1/12/2004 + 2%	1/6/2005 + 3%	1/12/2005 + 2%
Afternoon Shift	14.83	15.12	15.57	15.88	16.36	16.69
Night Shift	19.83	20.22	20.83	21.24	21.88	22.32
Morning Shift	10.83	11.05	11.38	11.61	11.95	12.19

9. Rostered Days Off

The ordinary hours of work exclusive of meal times, shall be an average of 40 hours per week, providing for nineteen days worked each of eight hours over a continuous four week period. Rostered days off shall be provided as follows:-

Each employee will take his or her rostered day off in accordance with the roster.

Rostered days off do not accumulate during any leave period.

Rostered days off may be accumulated to a maximum of five days at which time they will be paid out by the company to the employee.

Rostered days off may be changed during a roster period by agreement between the company and the employee.

10. Annual Leave

Every employee shall accrue paid annual leave for each week of his or her employment by the company at the rate of 152 hours paid annual leave except that those employees working a rotating roster shall be entitled to 190 hours paid annual leave. Annual leave shall be given and taken by the employee:

in one continuous period; or

by agreement, between the company and the employee concerned, in any number of separate periods as may be agreed.

If the employee and the company so agree the annual leave or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual leave, on a pro rata basis. In all cases the timing of the taking of annual leave shall be by arrangement with the company.

11. Long Service Leave

11.1

- (a) Effective 1 January 2003, an employee is entitled to the Long Service Leave of -
- (1) for the first 10 years of continuous service - 8.6667 weeks; and
 - (2) on completion of each further period of 5 years continuous service- 4.3334 weeks.
- (b) An employee who has completed at least 5 years continuous service is entitled to a proportionate payment for Long Service Leave on the termination of the employee's service. However, if the employee's service is terminated after they have completed at least five years service, the employee is not entitled to a proportionate payment if the termination of employment is as a result of:-
- the employer dismissing the employee because of the employee's serious misconduct,
on account of worker illness, incapacity or domestic or other pressing necessity, or,
by reason of the death of the worker.
- (c) For Payment purposes a weeks pay is the base rate at the appropriate classification/pay level.

11.2 From 1 January 2005, long service leave will accrue at the rate of 1.3 weeks per year in lieu of 0.8666 weeks per year.

11.3 All other matters relating to Long Service Leave shall be in accordance with the *NSW Long Service Leave Act 1955*.

12. Safety

Pauls has a commitment to adhere to the highest standards for the safe operation of facilities and the protection of the environment, its employees, customers and the general community. Parmalat strongly believes that all accidents and injuries are preventable. Safety is a fundamental part of every Parmalat employee's responsibilities, thus, compliance with company safety principles, policies and procedures is a condition of employment.

Parmalat has implemented an Occupational Health and Safety program known as 'PaulSafe'. By meeting and/or exceeding statutory and community requirements the PaulSafe program is designed to prevent all accidents and injuries.

A key to the success of the program is that all Employees are required to comply with the policies, procedures and reasonable instructions from the company, as issued from time to time.

The policies, procedures and safety rules are outlined in the PaulSafe booklet. All Employees have access to this booklet. Particular attention is drawn to the consumption and/or influence of alcohol, medications and drugs. Parmalat has a zero alcohol limit policy for all persons operating machinery, forklifts and vehicles.

The PaulSafe Safety Policy clearly states that '... it is a condition of employment that you work in a safe manner' and that 'Any person found contravening our safety policies or procedures will be disciplined.'

Paul's continued commitment to preventing all accidents and injuries is demonstrated by including the PaulSafe program in the fundamental conditions of employment and this Agreement.

13. Parental Leave Clause

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

13.1 Definitions

For the purpose of this clause:

13.1.1 Child means a child of the employee under the age of one year except for:

- (a) adoption of a child where 'child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more; and
- (b) part time employment, where it is as specified.

13.1.2 Spouse includes a de facto or former spouse.

13.2 Basic entitlement

13.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

13.2.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (a) for maternity and paternity leave, an unbroken period of one week at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

13.3 Maternity Leave

13.3.1 An employee will provide to Pauls at least ten weeks in advance of the expected date of commencement of parental leave:

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
- (c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

13.3.2 An employee is not in breach of clause 13.3.1 if the failure to give the required period of notice is because of the confinement occurring earlier than the presumed date.

- 13.3.3 Subject to clause 13.2.1 and unless agreed otherwise between Pauls and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.
- 13.3.4 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 13.3.5 Where the pregnancy of an employee terminates after 30 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the pregnancy, an employee may be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 13.3.6 Where leave is granted under clause 13.3.5, during the period of leave an employee may return to work at any time, as agreed between Pauls and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.
Effective 1 January 2003, Eligible female employees accessing maternity leave shall be entitled to payment of a sum equivalent to six (6) weeks wages in accordance with the provisions of this clause.

(a) Eligibility for Payment

The following employees shall be eligible for payment:

Full-time employees who have two (2) years continuous service;

Part-time employees who have been employed for two (2) years;

Where an employee has returned to work for 12 months after a period of maternity leave, that employee shall be entitled to payment for a second or subsequent period of maternity leave.

(b) Payment for Leave

The employee shall be paid three (3) weeks wages at the time of commencing such leave in addition to the wages due to the employee for the work performed. The employee shall be paid at the base rate the employee was earning immediately prior to proceeding on the leave.

The employee shall receive a further three (3) weeks wages if the employee recommences work. It is expected that such an employee would remain at work for a minimum of twelve months. The payment would be made at three (3) months after return to the workforce. The employee shall be paid on the basis of the classification and status the employee was engaged at immediately prior to proceeding on such leave but will be paid at the rate applicable at the time of payment.

Where an employee has received payment in accordance with this clause, and the pregnancy subsequently results in a miscarriage or still birth, the employee shall be entitled to such payment, subject to the employee remaining on leave for a minimum of six (6) weeks and returning to work as outlined above.

(c) Paid Maternity Leave and Other Entitlements

The above maternity leave payment (3 weeks at the time of commencing Maternity Leave) shall count as service for all purposes.

The payment for maternity leave shall be inclusive of Statutory holidays that may fall within the first six (6) weeks of the maternity leave period.

Should relevant legislation be introduced in Australia on this matter, the company reserves the right to review this policy/clause. All other provisions relating to maternity leave are outlined in the relevant Family or Parental Leave Award.

13.4 Paternity leave

13.4.1 An employee will provide to Pauls at least ten weeks prior to each proposed period of paternity leave, with:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) a statutory declaration stating:
 - (i) he will take that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

13.4.2 The employee will not be in breach of clause 13.4.1 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

13.5 Adoption leave

13.5.1 The employee will notify Pauls at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

13.5.2 Before commencing adoption leave, an employee will provide Pauls with a statutory declaration stating:

- (a) the employee is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

13.5.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

13.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify Pauls immediately and Pauls will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

13.5.5 An employee seeking to adopt a child is entitled to up to two days unpaid leave, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee Pauls may require the employee to take such leave instead.

13.6. Variation of period of parental leave

Unless agreed otherwise between Pauls and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified at least four weeks prior to the commencement of the changed arrangements.

13.7. Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

13.8. Transfer to a safe job

13.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it advisable for the employee not to continue at her present work, the employee will, if Pauls deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

13.8.2 If the transfer to a safe job is not practicable, the employee may elect, or Pauls may require the employee, to commence parental leave.

13.9. Returning to work after a period of parental leave

13.9.1 An employee will notify of their intention to return to work after a period of parental leave, or to return to full time work after a period of part time employment under clause 13.3, at least four weeks prior to the expiration of the leave.

13.9.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 13.3 or part time employment pursuant to clause 13.10, the employee will be entitled to return to the position they held immediately before such transfer.

13.9.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

13.10. Part-time work

13.10.1 Employees responsible for the care of their children, or pregnant women, may agree with their employer to work part time up to the child's second birthday, or in the case of adoption for up to two years from the time of adoption.

13.10.2 Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

13.10.3 Before commencing a period of part-time employment under this clause the employee and Pauls must agree:

- (a) that the employee may work part-time;
- (b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (c) upon the classification applying to the work to be performed; and
- (d) upon the period of part-time employment.
- (e) The terms of this agreement or any variation to it shall be reduced to writing and retained by Pauls. A copy of the agreement and any variation to it shall be provided to the employee by Pauls.

Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

13.11. Replacement employees

13.11.1 A replacement employee is an employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave or as a result of an employee working part-time under this clause.

13.11.2 Before an employer engages a replacement employee Pauls will inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

14. No Extra Claims

It is a term this agreement that the unions undertake for the duration of this agreement not to pursue any claims arising during the life of the agreement.

Signed for and on behalf of
PAULS VICTORIA PTY LTD
(ACN 000 963 799)

.....
Signed Witness

.....
Date

Signed for and on behalf of
AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION

.....

Signed Witness

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Date