

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/256

TITLE: Dairy Farmers Lidcombe Maintenance and Service Employees Enterprise Agreement

I.R.C. NO: IRC3/5918

DATE APPROVED/COMMENCEMENT: 12 November 2003

TERM: 30

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 23 January 2004

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees of Australian Co-operative Foods Limited (t/as Dairy Farmers in NSW) engaged at the Lidcombe site in the classifications set out in Appendix A, excluding all TWU, Hexham, Bomaderry and Dairy Farmers Rural Trading employees. It covers employees who fall under the Metal, Engineering and Associated Industries (State) Award; Electricians (State) Award; Draughtsmen, Planners, Technical Officers (State) Award; and Engine Drivers General (State) Award

PARTIES: Australian Cooperative Foods Ltd t/as Dairy Farmers -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Electrical Trades Union of Australia, New South Wales Branch

DAIRY FARMERS LIDCOMBE MAINTENANCE & SERVICE EMPLOYEES ENTERPRISE AGREEMENT

1. Title

This Agreement shall be known as the Dairy Farmers Lidcombe Maintenance and Service Employees Enterprise Agreement (the "Agreement").

2. Arrangement

Clause No.	Subject Matter
	Abandonment of Employment
	Absence
	Alcohol and Drugs
	Anti-Discrimination
	Arrangement
	Bag and Vehicle Inspection
	Blood Donors
	Casual Employment
	Consultative Committee
	Declaration
	Employee Training and skill Development
	Good Manufacturing Practices
	Hours of Work for Full-time Weekly Employees Only
	KPI's
	Meal and Crib Breaks
	Multi-skilling
	No Extra Claims
	Nominal Term
	No Smoking
	Objectives
	Parties, Area and Incidence
	Payment by EFT
	Probationary Period
	Productivity
	Quality Through Commitment (QTC)
	Rates of Pay and Relationship to Awards
	Reasonable Overtime Hours
	Redundancy
	Settlement of Disputes
	Sick Leave
	Starting and Finishing Times
	Superannuation
	Supersession of Previous Agreements/Awards
	Title
	Uniforms
	Working Arrangements

3. Parties, Area and Incidence

This Agreement is made between Australian Co-operative Foods Limited (trading in New South Wales as and herein called Dairy Farmers) and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; the Electrical Trades Union of Australia, New South Wales Branch and the Construction, Forestry, Mining and Energy Union - Construction and General Division (NSW Branch) and shall apply to employees engaged under the Metal, Engineering and Associated Industries (State) Award; the Electricians (State) Award; the Draughtsmen, Planners, Technical Officers, etc., (State) Award and the Engine Drivers General (State) Award at the Lidcombe site in the classifications set out in Appendix A to the

Agreement excluding all TWU employees, Hexham employees, Bomaderry employees and all employees in Dairy Farmers Rural Trading.

4. Supersession of Previous Agreements/Awards

Except as provided by clause 5, this Agreement supersedes all awards and agreements which would otherwise apply to employees bound by this Agreement.

5. Rates of Pay and Relationship to Award

- (i) Dairy Farmers will increase the current ordinary time rates as follows:
- (a) 2.5% from the first pay period on or after 23rd May 2003
 - (b) 2.5% from the first pay period on or after 23rd December 2003
 - (c) 2.5% from the first pay period on or after 23rd July 2004
 - (d) 2.5% from the first pay period on or after 23rd February 2005
 - (e) 2.5% from the first pay period on or after 23rd September 2005
 - (f) 2.5% from the first pay period on or after 23rd May 2006

The ordinary time rates of pay arising from this subclause are detailed in Appendix A to this Agreement

- (ii) Dairy Farmers will increase the current tool, meal, first aid and leading hand allowances in line with increases in current ordinary time rates. The monetary rates for allowances arising from this subclause are set out in Appendix B to this Agreement.
- (iii) The Awards listed at Appendix A will regulate the rates of pay and conditions of employment of employees covered by this Agreement except to the extent that such rates and/or conditions of employment are inconsistent with this Agreement in which case the provisions of this Agreement shall apply. There shall be no further pay increases during the currency of this Agreement except where consistent with the provisions of a NSW State Wage Case decision. It is further agreed that any such increase shall be processed by way of a variation to this Agreement pursuant to Section 43 of the NSW Industrial Relations Act.

6. Objectives

The objectives on the site covered by this Agreement are:

Continuous improvement in quality of products and customer service.

Satisfying consumers with value for money products.

A work environment where people can contribute to the progress of each site.

Harmonious work environment based on team structure.

Continuous employee training and development.

Clear and well-understood individual performance goals developed in consultation with employees.

Full support for marketing, sales and new product programs.

Maintenance of high quality standards in product composition, presentation and distribution.

Behaviour of every employee which reflects Dairy Farmers values.

Meeting these objectives is vital to the future of ACF and the job opportunities of employees on each site.

The parties recognise the need to find new and better ways to compete in order to ensure a viable business which achieves these objectives now and in the future, and are committed to:

Striving for excellence in everything we do;

Increasing levels of performance and productivity and demonstrating a willingness to learn and develop;

Safeguarding employees, plant, equipment and the business;

Participating in business activities including team meetings, quality and safety audits;

Promoting Dairy Farmers image in the community;

Achieving flexible working arrangements;

Improving operating costs, reducing overheads and ensuring delivery performance.

7. Productivity

All employees will support and actively co-operate in all formal and informal improvement programs which increase productivity, efficiency and flexibility and reduce costs on each site.

8. Quality Through Commitment (QTC)

All employees on each site are committed to continuous improvement in manufacturing processes, quality of products, distribution and customer service, and this process includes:

Active employee participation in QTC teams.

The identification of best practice in the key areas of site operations and the continuing implementation of workplace reform to achieve best practice.

The development of work organisation structures which are more flexible and efficient.

A continuing skills enhancement program which maximises the skills of every individual and gives each person more interesting and productive work.

Maintaining a safe and healthy work place.

A participative process which values the involvement and ideas of all employees.

9. Multi-Skilling

All employees on each site agree to continue their positive co-operation in becoming multi-skilled in order to maximise the productivity on each site.

A key element of multi-skilling is the upgrading and extension of every employee's skills and knowledge and using those skills acquired within each employee's capacity. This includes training and working across other award functions on each site.

An employee's designated award is determined by those award functions for which the employee has principally been engaged and trained.

Multi-skilling recognises that competency and safety should be the main factors which determine how work is performed. Central to this recognition is that there are no demarcations of any sort on each site provided employees are properly trained and qualified for the work tasks required of them.

It is paramount that multi-skilling should not be used in any way which places at risk the health and safety of any employees. In particular no employee can perform any work which he/she is not legally qualified to perform.

It is accepted that other employees on site, i.e. production employees, not covered by this Agreement, will participate in multi-skilling which may include performing minor machine adjustments, simple running repairs to machines, non-trades mechanical and building maintenance and electrical work.

The Consultative Committee will assist in identifying any work practices and procedures which are an impediment to improved productivity and assist in developing appropriate skills based career paths and training to facilitate the introduction of multi-skilling.

An employee who for four hours or more on any one day or shift performs work functions continuously which are covered by an award classification with a higher rate of pay than the employee's designated award classification shall be paid the higher rate for such day or shift. The foregoing mixed functions provision which applies across awards has no application to the mixed functions provisions which continue to apply within awards.

10. Payment By E.F.T.

Every employee on each site shall continue to be paid by electronic funds transfer to their nominated bank, building society or credit union account.

11. Good Manufacturing Practices

All employees on each site are committed to following Good Manufacturing Practices covering safety, quality, hygiene, housekeeping, cleanliness, appearance, operating procedures, responsibility, identification and maintenance.

12. Hours of Work for Full-Time Weekly Employees Only

- (i) All employees on each site agree that the following hours of work provisions best meet the operating requirements of each site and that they will continue or be implemented upon making of this Agreement. A variety of the following working patterns may be implemented in different sections or departments of each site as appropriate. Dairy Farmers shall not alter the roster of an employee's ordinary hours of work without giving at least 7 days notice, provided that an employee and Dairy Farmers may agree to a notice period of not less than 24 hours.
- (ii) The weekly ordinary hours of work shall be 38 hours per week or an average of 38 hours per week being calculated over an employee's work cycle.

If the employee's work cycle incorporates a Shift Allowance or Saturday, Sunday or Public Holiday the appropriate overtime or penalty rates contained in the relevant award will apply.

- (iii) Systems of working the 38 hour week
 - (a) Rostered Day Off (RDO) System

By employees working an average of 38 hours per week where each day worked consists of 8 ordinary hours of which 0.4 ordinary hours is banked to an RDO bank.

An individual employee may exercise freedom of choice to utilise their RDO bank as follows:

- (1) By an employee electing to take RDO's as leisure days. An RDO taken as a leisure day uses 7.6 hours from the employee's RDO bank.
- (2) By an employee electing not to take RDO's as leisure days and instead receiving payment for their full RDO bank accrual at 30th June each year.

- (3) By an employee electing not to take RDO's as leisure days and instead receiving payment for their full RDO bank each pay week.
- (4) An employee's election for option (1) (2) or (3) above must be made within two weeks of commencing employment. An election once having been made shall not be changed other than 1st July each year except through unforeseen circumstances. An employee is entitled to consult with their Union Delegate both prior to making their initial election and when considering any subsequent change of election.
- (5) An employee who elects to receive payments instead of taking RDO's as leisure days, shall not have these payments included for the purposes of calculation of annual and long service leave entitlements, i.e. RDO payments do not form part of the ordinary pay of the employee.
- (6) An employee who elects to utilise their RDO Bank as described in (1) or (2) above may request that the full RDO bank be paid to him or her at any time during the year.
- (7) An employee who elects to utilise their RDO bank as described in (1) above will be paid for the value of any banked RDO hours in excess of 6 days (45.6hours) at 30th June each year.
- (8) RDOs will be rostered in advance to meet the operating requirements on the site and will be taken on Mondays to Fridays. RDO's will not necessarily be rostered to coincide with public holidays or an employee's weekly days off. When rostering the RDO's of employees whose ordinary working hours include Saturday and Sunday, Dairy Farmers will, as far as operating requirements permit, accommodate and employee's request to take their RDO on a particular working day excluding a Saturday or Sunday. Dairy Farmers shall not alter the roster of an employee's RDO without giving at least 7 days notice, provided that an employee and Dairy Farmers may agree to alter an RDO with a notice period of not less than 24 hours.

Within the RDO system overtime is payable after the conclusion of 8 ordinary hours on each rostered day.

(b) Fixed Hours System

By employees actually working up to 10 ordinary hours each day in one of the following work cycles:

38 ordinary hours within a work cycle not exceeding 7 consecutive calendar day; or

76 ordinary hours within a work cycle not exceeding 14 consecutive calendar days; or

114 ordinary hours within a work cycle not exceeding 21 consecutive calendar day; or

152 ordinary hours within a work cycle not exceeding 28 consecutive calendar days.

e.g.

5 x 7.6 hours in a 7 day cycle; or

4 x 8 hours and 1 x 6 hours in a 7 day cycle; or

4 x 9.5 hours in a 7 day cycle; or

3 x 10 hours and 1 x 8 hours in a 7 day cycle; or

a combination of days and hours over a 14, 21 or 28 calendar day cycle to achieve an average of 38 ordinary hours per week.

Within the fixed hours system, overtime is payable after the conclusion of the ordinary hours rostered for that day.

The working of a Fixed Hours System is subject to the agreement of Dairy Farmers, and the majority of employees in the section or sections or department concerned.

13. Starting and Finishing Times

A variety of starting and finishing times which meet operational requirements will continue on each site. All employees are required to be at their workstation ready to commence work at shift starting time. Employees unable to commence work at their normal starting time will notify their Supervisor or Manager with as much notice as possible prior to the commencement of the shift.

14. Reasonable Overtime Hours

- (i) Dairy Farmers will utilise its full-time and casual employees and employees of labour hire firms to work ordinary hours and overtime hours as required to meet the operating requirements of the business.
- (ii) When offering overtime, Dairy Farmers will consider relevant factors including an individual employee's skill and ability levels and the amount of overtime recently worked by individual employees. Subject to all the provisions of this clause, available overtime will first be offered to Dairy Farmers full-time employees before casual and labour hire employees.
- (iii) Dairy Farmers may require an employee to work reasonable overtime at overtime rates, taking account of any risk to employee health and safety, the employee's personal circumstances including any family responsibilities and the operational requirements of the business.
- (iv) An employee on rehabilitation or suitable duties may only work overtime if overtime is required to complete the work covered by the approved rehabilitation plan or suitable duties.
- (v) An employee authorised to work overtime shall not work for a total continuous period in excess of fourteen hours, exclusive of unpaid meal breaks, from the time of commencing work (e.g. 8 hours ordinary time plus 6 hours overtime, or 10 hours ordinary time plus 4 hours overtime etc). In exceptional circumstances only, the Senior Manager on each site may authorise a continuous working period in excess of fourteen hours to meet site operating requirements.
- (vi) If an employee is absent without the authority of the employee's Supervisor or due to personal illness or injury on the first shift following a shift on which overtime was worked, the employee will not be eligible to work overtime on the next shift overtime is available.
- (vii) If an employee is absent without the authority of the employee's Supervisor or due to personal illness or injury on the day prior to scheduled overtime, the employee will not be eligible to work that scheduled overtime.

15. Meal and Crib Breaks

The time of taking meal/crib breaks may be staggered to meet operational requirements. During meal/crib breaks employees will be required to relieve other employees in any role within their skills competency and training. Any breaks other than meal/crib breaks must be authorised by the employee's Supervisor.

16. Sick Leave

- (i) An employee who cannot attend work because of personal illness or injury shall contact his or her supervisor or manager with as much notice as possible prior to the commencement of the shift, or if that is not possible then at the earliest time thereafter.

- (ii) An employee shall furnish to Dairy Farmers such evidence as Dairy Farmers reasonably requires that he or she was unable, by reason of illness or injury, to attend for duty on the day or days for which paid sick leave is claimed.
- (iii) An employee shall furnish to Dairy Farmers a certificate of a duly qualified medical practitioner in order to be entitled to payment for sick leave claimed in the following circumstances:
 - (a) Where the absence is three or more consecutive working days, or
 - (b) where there is an absence on a rostered working day either side of a public holiday or either side of a rostered day off or rostered days off.

Nothing in this subclause limits Dairy Farmer's rights under subclause (ii).

- (iv) An employee will not be entitled to single days of sick leave on more than three occasions in any year unless he or she produces to Dairy Farmers a doctor's certificate for each occasion stating that he or she was unable to attend work on account of personal illness or injury.
- (vi) An employee who has exhausted his or her entitlement to paid sick leave and who is then unable to attend for duty because of personal illness or injury shall furnish to Dairy Farmers a certificate of a duly qualified medical practitioner in respect of all such unpaid absences.

17. Absence

On return to work from any absence including annual leave, long service leave, extended sick leave and workers compensation, every employee must report to their Supervisor or other nominated person before commencing work.

18. Probationary Period

New weekly employees will be engaged for a probationary period of up to three months during which their performance will be evaluated against appropriate criteria including required skills, capacity to learn, attendance, punctuality and attitude. Should an employee be found to be unsatisfactory during the probationary period, his or her employment will be terminated. In the case of casuals who are offered weekly employment, the probationary period will be reduced by the amount of their casual employment.

19. Abandonment of Employment

An employee who is absent from work for five consecutive days or more without the consent of Dairy Farmers and who has not made contact with his or her supervisor or manager shall be deemed to have abandoned his or her employment and shall be paid entitlements up to and including the last day worked.

20. Working Arrangements

- (i) An employee requested to work overtime in order to complete production will do so except in cases of pressing domestic necessity.
- (ii) When requested, employees will commence their ordinary hours of work at a rostered time between 5am and 6am on the basis that time worked prior to 6am shall be paid at the overtime rate but shall be deemed to be a part of the ordinary hours of work, i.e. a 50% penalty applies for time worked prior to 6am; provided that where site ordinary hours commence prior to 5am, this subclause is not intended to over-ride the parent award.

21. Employee Training and Skill Development

- (i) The parties to this Agreement recognise that in order to ensure the efficiency, productivity and international competitiveness of Dairy Farmers, an ongoing commitment to structured training and skill development is required. Accordingly, the parties commit themselves to developing a highly skilled and flexible workforce and providing career opportunities through appropriate structured training.

- (ii) Training and skill development courses are trade, technical, vocational and other courses required by Dairy Farmers and conducted by accredited educational institutions and providers.
- (iii) Wherever practicable required training and skill development courses will be carried out during normal working time.
- (iv) This clause does not apply to employees undertaking further education in their own time as part of their personal career development plans under Dairy Farmers Self Education Assistance Policy.

22. Blood Donors

At the request of employees at the site, Dairy Farmers will arrange a visit of the mobile blood bank at a time and frequency which meets site operating requirements.

23. Consultative Committee

- (i) Introduction

The parties agree that there is a need for on-going communication to ensure that employees receive sufficient information about each site. As a result of this information sharing, employees will have greater awareness of this site's objectives, future plans, its interaction with customers, suppliers and its problems.

Management is committed to information sharing, ensuring that an effective communication link exists.

Good communication flows in both directions, and the parties acknowledge the need for continued meetings between representatives of Management and the workforce to:

Assist with the implementation of all the efficiency changes in this Agreement and to act appropriately to ensure the smooth introduction of these changes.

Work towards major and positive attitudinal change.

Assist with development, defining and redefining site procedures as and when required.

Provide a forum for discussion on training needs.

Discuss skills required at the sites.

Provide a forum for exploring continual efficiency gains.

Provide a forum for Management to inform the workforce about

- (a) Market trends;
- (b) Important matters which affect employees and which relate to the productive performance of each site;
- (c) Actions necessary to match our competitors.

Note

Management will not be required to release information of a confidential nature, the general circulation of which may damage Dairy Farmers commercial interests and could affect the job security of employees.

Management and employees at each site may agree to form a Consultative Committee. The overall purpose of a Committee is to provide an environment for greater two-way communication and in doing so establish a forum in which employees are able to express their points of view and allow management to utilise employee knowledge and experience. It is agreed that if other Enterprise Agreement/s or Awards covering employees not

covered by this Agreement are registered on any site, this Consultative Committee shall merge with any other Consultative Committee/s established by the other Agreement/s or Awards so that not more than one Consultative Committee operates on each site at any time.

(ii) Committee Objectives

The objectives will be to improve not only the standard of working life but also the overall productive performance of all employees with the ultimate aim of maintaining and, where possible, improving each site's competitiveness both nationally and internationally.

In turn the provision of greater job security will be enhanced by developing and increasing employee's overall skills whilst at the same time offering new and advanced career opportunities.

These objectives are seen by all parties to be mutually beneficial.

Two important areas of site operation are specifically excluded from the domain of the Consultative Committee:-

1. Industrial Relations issues will be processed via the Settlement of Disputes Procedure.
2. Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that committee.

(iii) Composition of the Committee

The Consultative Committee will comprise equal numbers of management and employees. The committee will not exceed a total of 8 members.

Management - Up to 4 members drawn from management, one member must have decision making powers

Employees - Up to 4 employee members to be drawn from and democratically elected by the employees covered by this Agreement.

(iv) Employee Elections

These to be held every two years. Alternate members are also to be elected at this time to cover absences. Alternate members shall be allowed to sit in on all meetings on a rotational basis to gain understanding of procedures.

This is to be done with one alternate at any one time, with the alternate acting in an observer capacity only. The procedure for filling casual employee vacancies is to be developed by the Committee.

(v) Secretary of the Committee

The Secretary to be appointed by Management and to be someone skilled in taking minutes. The Secretary to be a non-member of the Committee.

(vi) Chairperson of the Committee

To be elected by the Committee from within the Committee. After six months, Committee to decide a formula for the appointing/rotating of the chairperson between management and employees each six months.

(vii) Meetings

Consultative Committee Meetings will be held every two months during normal working hours. Special meetings of the Committee may be called after informal discussions between both parties.

(viii) Recording of Minutes

Minutes shall be circulated to Committee Members for verification prior to posting on the notice boards. Every effort shall be made to have the minutes published within one week of the meetings. The minutes shall include:

Attendees at the meeting.

Summary of the issues and alternatives proposed.

Decisions made on matters dealt with pursuant to this clause and any time frame for implementation.

(ix) Agenda

The agenda is to be prepared and issued by the Secretary to all Committee Members at least five (5) working days prior to meeting. Any committee member may submit agenda items. Appropriate information shall be provided with each agenda item submitted.

Matters raised without notice (i.e. non-agenda items) shall be deferred to the next meeting if any committee member requires additional information or needs to consult with their constituency.

24. No Smoking

Smoking is not permitted on any Dairy Farmers site except in designated areas. Non-smoking signs and regulations must be observed at all times, including times when production is not taking place. Smoking is only permitted during meal/crib breaks and official rest breaks.

25. Alcohol and Drugs

The consumption of alcohol or other drugs (excepting medication prescribed for an employee by a registered medical practitioner) during working time (including during meal and other breaks) is an unacceptable safety risk and is not permitted.

26. KPI's

During the term of this Agreement, the parties will establish key performance indicators (KPI's) on operational performance to be agreed with employees in the section or section concerned at each site consistent with best practice principles. The parties are committed to the process of continuous improvement and service excellence and will use the agreed KPI's as a means of measuring what has been achieved and setting targets for further improvements.

27. Bag and Vehicle Inspection

As a condition of employment employees authorise Dairy Farmers to inspect the employee's bag and motor vehicle whilst on or leaving Dairy Farmers premises.

28. Superannuation

Dairy Farmers agrees to meet its obligations flowing from the Superannuation Guarantee Legislation by making contributions monthly on behalf of its employees as follows:

(i) Weekly Full-time and Weekly Part-time Employees

The employee has the choice between the Dairy Farmers Superannuation Plan and STA.

(ii) Casual Employees

All contributions will be paid to STA

In respect of Superannuation, this clause supersedes all previous awards, enterprise agreements and former industrial agreements.

29. Redundancy

- (i) This clause applies to weekly employees (excluding weekly employees engaged for a specified period of time or for a specified task or tasks or when a transfer of business occurs as defined in the NSW Industrial Relations Act and the employee has been offered employment by the new employer with his/her entitlements protected in accordance with the Act on the transfer of business). It has no application to casual employees.
- (ii) This clause operates if Dairy Farmers no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and if the employee has not refused to transfer to new or other duties. The parties agree that there is a positive obligation upon an employee to not unreasonably refuse to accept transfer, reclassification, re-location and the obligation to retrain in the interest of continuing employment.
- (iii) A redundant employee will receive the benefits under this clause if they remain employed until the date of termination advised by Dairy Farmers and if their employment does not terminate on or prior to the advised termination date due to misconduct, abandonment of employment, retirement, prolonged absenteeism, neglect or refusal of duty or voluntary resignation by the employee for any reason.
- (iv) Dairy Farmers will decide the order of redundancy giving due consideration to the capabilities, knowledge and experience of employees assessed against the requirements of the business. Affected employees and their unions will be consulted during this process.
- (v) "Weeks Pay" in this clause means the ordinary time rate of pay for the employee concerned excluding overtime, shift work and other payments and allowances.
- (vi) Redundancy benefits are as follows:
 - (a) Four (4) weeks notice or pay in lieu if notice is not given provided that employment may be terminated by part of the period of notice and part payment in lieu thereof. The period of notice or pay in lieu of notice is increased to five (5) weeks if the employee is over 45 years old and has completed more than five years continuous service;
 - (b) A severance payment based on four (4) weeks pay for each completed year of continuous service provided the maximum severance payment will not exceed 56 weeks pay;
 - (c) Payment for all unused sick leave entitlements;
 - (d) Pro-rata long service leave with no minimum service requirement;
 - (e) Payment for annual leave loading on all accrued annual leave, including pro-rata;
 - (f) A written statement of service containing details of the service and reason for termination of employment.

30. Casual Employment

The use of casual labour will be at Dairy Farmers discretion as necessary to meet operating requirements. This provision will not be used by Dairy Farmers to convert directly employed full-time weekly positions to directly employed casual positions.

31. Uniforms

Employees will be provided with required uniforms and personal protective equipment.

32. Nominal Term

This Agreement comes into force on being approved by the Commission and expires on 23rd May 2006. The Agreement may be varied or terminated in accordance with the NSW Industrial Relations Act.

33. Declaration

The parties to this Agreement declare that the Agreement was not entered into under duress.

34. No Extra Claims

The parties to this Agreement will not pursue any extra claims during the term of the Agreement relating to wages, allowances or changes to conditions of employment or any other matters related to the employment of the employees, whether dealt with in the Agreement or not.

35. Settlement of Disputes

To promote good industrial relations between employees on each site and Dairy Farmers, the following procedure will be observed.

- (i) Where any problem, complaint, query, misunderstanding or grievance arises, the matter shall first be raised with the Supervisor of the work area. The supervisor will make every effort to respond within 24 hours.
- (ii) In the event that the matter remains unresolved, the Union Delegate will attempt to resolve the matter with the Manager of the work area. The Manager will make every effort to respond within 24 hours.
- (iii) In the event of failure to resolve the matter at job level, discussion will take place between a Union Organiser and a Senior Manager on each site.
- (iv) If the matter is still unresolved, the Union Secretary or his/her representative will confer with Senior Management of Dairy Farmers.
- (v) In the event of no agreement still being reached, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (vi) Normal work must continue under this Agreement and the Awards listed at Appendix A and no bans or industrial action of any kind shall take place whilst this procedure is being followed.

36. Anti-Discrimination

- (i) It is the intention of the parties to this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.
- (ii) It follows that in fulfilling their obligations under the Settlement of Disputes clause in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:

Any conduct or act which is specifically exempted from anti-discrimination legislation;

Offering or providing junior rates of pay to persons under 21 years of age;

A party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

APPENDIX A

Ordinary Time Rates

Metal, Engineering And Associated Industries (State) Award, Engine Drivers, General & Etc., (State) Award, Electricians (State) Award, Draughtsmen, Planners, Technical Officers Etc (State) Award

	First Pay Period on or after:					
	23.05.03	23.12.03	23.07.04	23.02.05	23.09.05	23.05.06
Greaser or Oiler	620.80	636.40	652.30	668.60	685.30	702.40
Trades assistant (electrical)	612.60	628.00	643.70	659.70	676.20	693.10
Electrical fitter and /or mechanic	754.60	773.50	792.80	812.60	832.90	853.80
Mechanical Tradesperson - Special Class	781.80	801.30	821.30	841.90	862.90	884.50
Electronic Tradesman	895.00	917.40	940.30	963.80	987.90	1,012.60
Fitter and/or Turner	713.90	731.80	750.10	768.80	788.00	807.70
Refrigeration mechanic / serviceman	713.90	731.80	750.10	768.80	788.00	807.70
Welder - special class	741.00	759.50	778.50	797.90	817.90	838.30
Welder - 1st class	713.90	731.80	750.10	768.80	788.00	807.70
Plant Electrician	798.40	818.30	838.80	859.80	881.30	903.30
Engineering Associate Level 1 - C4	858.00	879.50	901.50	924.00	947.10	970.80

APPRENTICES

	First Pay Period on or after:					
	23.05.03	23.12.03	23.07.04	23.02.05	23.09.05	23.05.06
Apprentice Fitter						
Year 1	242.50	248.60	254.80	261.20	267.70	274.40
Year 2	313.00	320.80	328.80	337.05	345.50	354.10
Year 3	421.30	431.80	442.60	453.65	465.00	476.65
Year 4	491.80	504.10	516.70	529.60	542.85	556.40
Apprentice Electrician						
Year 1	239.85	245.85	252.00	258.30	264.75	271.35
Year 2	320.30	328.30	336.50	344.95	353.55	362.40
Year 3	455.90	467.30	479.00	491.00	503.25	515.85
Year 4	521.30	534.35	547.70	561.40	575.45	589.80

APPENDIX B

Allowances

1. Metal & Engineering Industry (New South Wales) Award

		First Pay Period on or after:					
		23.05.03	23.12.03	23.07.04	23.02.05	23.09.05	23.05.06
(I)	Tool Allowance per week	12.58	12.89	13.21	13.54	13.88	14.23
(ii)	Meal Allowance	8.97	9.19	9.42	9.66	9.90	10.15
(iii)	First Aid Allowance per week	11.79	12.08	12.38	12.69	13.01	13.34
(iv)	Leading Hand per week						
	In charge of 3 - 10	25.83	26.48	27.14	27.82	28.51	29.22
	In charge of 11 - 20	38.55	39.51	40.50	41.51	42.55	43.62
	In charge of more than 20	49.13	50.36	51.62	52.91	54.23	55.58

2. Electricians (State) Award

		First Pay Period on or after:					
		23.05.03	23.12.03	23.07.04	23.02.05	23.09.05	23.05.06
(i)	Tool Allowance per week	12.32	12.63	12.94	13.27	13.60	13.94
(ii)	Meal Allowance	8.97	9.19	9.42	9.66	9.90	10.15
(iii)	First Aid Allowance per day	2.23	2.29	2.35	2.41	2.47	2.53
(iv)	Leading Hand per week	40.11	41.11	42.14	43.19	44.27	45.38

3. Engine Drivers, General Etc (State) Award

		First Pay Period on or after:					
		23.05.03	23.12.03	23.07.04	23.02.05	23.09.05	23.05.06
(i)	Meal Allowance	8.04	8.24	8.44	8.65	8.87	9.09
(ii)	Leading Hand per week						
	In charge of 3-10	23.55	24.14	24.75	25.37	26.00	26.65
	In charge of 11-20	35.21	36.09	36.99	37.92	38.86	39.84
	In charge of more than 20	44.71	45.83	46.97	48.15	49.35	50.59

Signed for and on behalf of Australian Co-operative Foods Limited

Signed

Dated

Signed for and behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries
Union of Australia, New South Wales Branch

Signed

Date

Signed for and on behalf of the Electrical Trades Union of Australia, New South Wales Branch

Signed

Date

Signed for and on behalf of the Construction, Wales Division Forestry, Mining and Energy Union,
New South Wales

Signed

Date