

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA97/183**

**TITLE: Penrith Operations Enterprise Agreement 1996-1999**

**I.R.C. NO: 97/5360**

**DATE APPROVED/COMMENCEMENT: 14 October 1997**

**TERM: Expires 12 July 1999**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

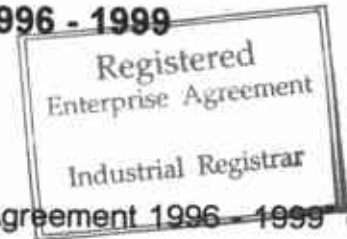
**NUMBER OF PAGES: 8**

**COVERAGE/DESCRIPTION OF  
EMPLOYEES: To apply to employees engaged in the receiving, processing, packaging and  
distribution of milk and related products**

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

**ORIGINAL**

**PENRITH OPERATIONS AGREEMENT 1996 - 1999**



**1. TITLE**

This agreement shall be known as the "Penrith Operations Agreement 1996 - 1999" ("the agreement").

**2. ARRANGEMENT**

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Title	Clause 1



**3. INCIDENCE AND PARTIES BOUND**

This agreement is made between National Foods Beverages Group Limited (ACN 051 195 272), ("the company"), and the Transport Workers' Union of Australia, NSW Branch ("the union") in relation to employees employed at the company's Penrith facility ("the site") engaged in the Reveal, Processing, Packaging and Distribution of milk and related products.

**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 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 unit managers.

The committee will contain eight elected members drawn from employees covered by this agreement and management representatives. A quorum of five 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.

The elected employee representatives and management representatives will establish a constitution to ensure the effective operation for the duration of the committee, format of future elections and term of service for each committee member.

**7. DISPUTES PROCEDURE**

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

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

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 this procedure has been completed.

**8. CLASSIFICATION STRUCTURE AND WAGES**

a) 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.

b) For an employee to be accredited with a skill the employee must satisfy the requirements for that skill as set out in Training Evaluation Check Sheet.

c) The objective of the classification structure is to increase site flexibility and productivity and to provide enhanced career and reward opportunities for employees. An employee accredited with a specific skill can be directed to perform that duty providing the appropriate notice is given. Any grievance of dispute arising from the

structure and associated training activities will be resolved amicably pursuant to the disputes procedure clause, having regard to site efficiency and equitable access to training and associated rewards.



Employees will receive a base rate of pay together with an additional all purpose increment linked to each skill acquired. Employees will be paid on the basis of skills acquired, not on what is actually being performed. Appendix 2 contains the schedule of skills.

- d) The company will endeavour to facilitate training for those employees who desire it. Site training and operational needs will be discussed with the consultative committee. The site's operating requirements will be the principal basis for determining the amount and timing of training.
- e) New employees will commence as trainees and receive a base rate of pay (as per Appendix 1). Trainees will undertake induction training and overall site familiarisation. On completing training in any skill, the trainee will receive the applicable allowance as an all purpose payment. Employees would not be expected to remain at the trainee level for more than the nominated training period.

Where deemed appropriate previous training and experience within an associated industry may be taken into account when determining the skills to be learnt and the time taken to learn this skill. A recommendation from the consultative committee will be taken into account in relation to this matter.

## 9. HOURS OF WORK

- a) The ordinary hours of work shall be an average of 38 hours per week as per award.
- b) A paid meal break of twenty minutes shall be taken at a time to ensure continuous plant operation.
- c) Nominal shift hours are:-
  - Day shift: 6 a.m. till 2 p.m.
  - Afternoon: 2 p.m. till 10 p.m.
  - Night : 10 p.m. till 6 a.m.

Some areas with specific operational requirements may have shifts that vary from these.

- d) In addition to the rates of pay outlined in Appendix 1, shift workers shall receive the shift penalties outlined in Appendix 1 to this agreement when they work from Monday to Friday inclusive. 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.
- e) All time worked on the public holidays provided for by this agreement shall be paid at the rate of double time and one half with a minimum payment for eight hours. The rate for Christmas Day shall be triple time.



**10. ROSTERED DAYS OFF (RDO)**

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

Where an employee's normal 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. OVERTIME**

All time worked in excess of 8 hours in any one day or outside of the employee's fixed starting 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. 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 at the appropriate rate.

**12. MEAL BREAK AND ALLOWANCE**

- a) An employee who is called upon to work overtime shall be paid in accordance with the award.
- b) An employee who is required to do overtime on short notice shall receive a meal allowance of \$6.60.

**13. 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 of other employees in accordance with Annual Holidays Act, 1944.

- b) Sick leave

Employees must notify their supervisor of the nature and expected duration of any absence at the earliest opportunity and, when requested, provide medical evidence of why they were unable to attend. Where possible employees are to notify their supervisor prior to their rostered shift of their absence due to illness.

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.

- c) Long Service leave

See the Long Service Leave Act, 1955.

- 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

the employee's husband, wife, father, mother, brother, sister, child, stepchild, or parent-in-law or as per award.



e) Leave Reserved

Employees can apply for Carers Leave / Maternity Leave including Parental Leave as per Industrial Relations Act 1996.

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 of ordinary time they would have worked had they not been on jury service.
- (ii) An employee must notify 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 per award.

**14. PAYMENT OF WAGES**

All employees shall be paid by electronic funds transfer.

**15. 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 (if any) governing the relevant Fund.
- b) No superannuation contribution shall be made to any other fund. Provided that employees who are already members of the National Dairies Limited Superannuation Fund may remain in that fund or any successor.

**16. PRECEDENT**

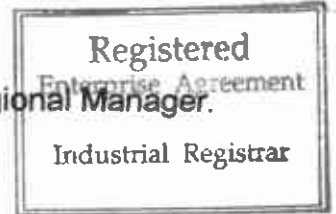
This agreement is not to be used as a precedent for any claim on any other site or business operated by National Foods Limited or its subsidiaries.

**17. DURATION**

This agreement shall come into force on registration and continue until 12 July 1999. The company and the union will meet in January 1999 to commence re-negotiating the agreement.

18. EXECUTION

Signed for National Dairies (NSW) Limited by Ron Della Vedova, Regional Manager.



R. Della Vedova

Date: 15/8 1997

Signed for National Dairies (NSW) Limited by David Rayner, Operations Manager, Sydney.

D. Rayner

Date: 15/8/97 1997

Signed for the Transport Workers' Union of Australia, NSW Branch

Steve Hutchins

Date: 15/8 1997

## Penrith Operations Agreement 1996 - 1999

Registered  
Enterprise Agreement  
Industrial Registrar

### Appendix 1

<b>DATE</b>	<b>BASE RATE OF PAY</b>	<b>SKILLS ALLOWANCE</b>
Commencement	\$426.22	As per Appendix 2
12/7/97 plus 5.5%	\$449.66	As per Appendix 2
12/7/98 plus 4%	\$467.65	As per Appendix 2 plus 4.5% indexation
Meal Allowance	\$6.60	
<b>Shift Allowance</b>		
• Morning Shift	\$8.54	
• Afternoon Shift	\$12.58	
• Night Shift (i) as per this agreement	\$19.58	
(ii) from 12/7/98	\$25.58	



## Penrith Operations Agreement 1996 - 1999



### Appendix 2

<u>SKILL</u>	<u>RATE \$ PER WEEK</u>
Intake	12.00
Pasteuriser	16.00
Vat Room	12.60
Blowmoulder	13.40
Trailer Loading	8.80
Vendor Room	11.20
Tetra Pak	12.10
2 Litre Filler	10.80
Store	12.50
Laboratory	10.40
Yard Driver	68.90
Treatment Work	13.60
1.5 Litre Line	10.80
Bulk Line	9.30
Order Picking	11.70
Crate Supply	10.60