

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/192

TITLE: Perfection Dairies Enterprise Agreement

I.R.C. NO: 96/5292

DATE APPROVED/COMMENCEMENT: 15 October 1997

TERM: Expires 1 July 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to employees at the Company's Baulkham Hills site employed under the Milk Treatment, &c., and Distribution (State) Award and the Milk Treatment, &c., and Distribution Wages (State) Award

PARTIES: Perfection Dairies Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch

PERFECTION DAIRIES ENTERPRISE AGREEMENT

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PART A

2. SCOPE AND INCIDENCE OF AGREEMENT

This Agreement is made between Perfection Dairies Pty Ltd (ACN 000 691 396) ("the Company") and the Transport Workers Union of Australia, New South Wales ("the Union") in relation to all employees engaged at the Company's Baulkham Hills site ("the site") under the Milk Treatment &c., and Distribution (State) Award.

3. RELATIONSHIP TO PARENT AWARD

This agreement shall be read in conjunction with the Milk Treatment &c., and Distribution (State) Award ("the Parent Award") and the Milk Treatment &c., and Distribution (State) Award ("the Wages Award") The terms and conditions of this Agreement shall apply to all employees employed under the Parent Award, but where this Agreement is silent, the terms and conditions of the Parent Award and/or the Wages Award shall apply.



4. OBJECTIVES

The parties to this agreement recognise the increased importance of co-operation and team work over the next 2 years in the lead up to and following deregulation of the dairy industry.

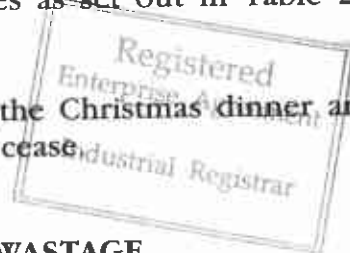
The continuing viability of the Company and the livelihood of employees totally depends upon the commitment of both management and employees to ensuring the competitiveness of the Company in the lead-up to deregulation and then operating in the deregulated market.

To this end, the primary objectives of the parties to this agreement are a commitment to increasing productivity, reducing wastage, removing any barriers to flexibility of the workforce and acceptance of multi-skilling.

5. RATES OF PAY

- (a) The rates of pay for all employees under this agreement are set out in Table 1 - Rates of Pay of Part B - Monetary Rates.
- (b) All employees under this agreement shall be classified in the appropriate classification and shall be paid according to that classification as set out in the said Table 1.
- (c) It is recognised by the parties to this agreement that all employees shall not receive the same increase when they move to the rates of pay as set out in columns A, B, C and D of the said Table 1. However, no employee shall suffer a reduction to their current rate of pay where that employee is receiving more than the rates as set out in the said Table 1.
- (d) The Company shall pay the rates of pay as set out in columns A, B, C and D of the said Table 1 as follows:
 - (i) the rates of pay as set out in column A from the first full pay period commencing on or after 1 July 1997;
 - (ii) the rates of pay as set out in column B from the first full pay period commencing on or after 1 January 1998;
 - (iii) the rates of pay as set out in column C from the first full pay period commencing on or after 1 July 1998; and
 - (iv) the rates of pay as set out in column D from the first full pay period commencing on or after 31 December 1998.

- (e) The relevant allowances as contained in the parent award have been increased and shall be paid where appropriate to employees as set out in Table 2 - Allowances of Part B - Monetary Rates.
- (f) In consideration of the increases to rates of pay the Christmas dinner and Christmas hampers provided by the Company shall cease.



6. COMMITMENT TO REDUCTION OF WASTAGE

- (a) All employees to this agreement are committed to the process of reducing the wastage in a variety of areas across the Company. These areas include, but are not limited to, the following areas: milk loss, plastic bottles, cartons, labels, crates, caps and water.
- (b) The parties to this agreement will establish an "efficiency committee" made up of an employee from each area of the production process and management. After input from all employees, this committee will identify areas of waste and set achievable targets to ensure that there is a definite reduction of waste in those areas. The timing and frequency of these meetings shall be determined by the committee.

7. SICK LEAVE

- (a) An employee who cannot attend for work because of personal illness or injury shall contact his or her supervisor or manager before the commencement of their shift, or if that is not possible, then at the earliest time thereafter.
- (b) An employee shall provide the Company with such evidence as the Company reasonably requires that he or she was unable, due to personal illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee shall provide to the Company a medical certificate of a duly qualified medical practitioner in order to be entitled to payment for sick leave claimed in the following circumstances:
 - (i) where the absence is for three or more consecutive working days; or
 - (ii) where there is an absence on a working day either side of a public holiday.

Nothing in this subclause limits the rights of the Company under subclause (ii) above.



- (d) An employee shall not be entitled to single days of paid sick leave on more than three occasions in any one year unless he or she produces to the Company a medical certificate of a duly qualified medical practitioner for each occasion stating that he or she was unable to attend work on account of personal illness or injury.
- (e) 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 produce to the Company a medical certificate of a duly qualified medical practitioner in respect of all such unpaid absences.

8. ABANDONMENT OF EMPLOYMENT

An employee who is absent from work for five consecutive working days or more without the consent of the Company 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.

9. HOURS

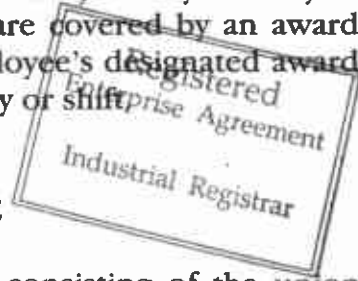
- (a) All employees at the site work a 38 hour week. Employees work 8½ hours a day (which includes a ½hour unpaid lunch break) for four (4) days each week and work 6 ½ hours (including a ½hour unpaid lunch break) for (1) one day each week.
- (b) All employees (excepting those employees who are required to commence work at 5.00am) shall commence work at 6.00am.
- (c) It is agreed by the parties to this agreement that the consultative committee (referred to in clause 11 below) shall review the method of operation of the 38 hour week after six (6) months. The option of one rostered day off per month shall be discussed, at which time factors such as the size of the Company's workforce and the incidence of absenteeism over the first six (6) months of the operation of the agreement shall be taken into account.

10. MULTI-SKILLING

- (a) It is recognised by the parties to this agreement that given the size of the workforce and the impending de-regulation of the dairy industry there is a need for multi-skilling of all employees at the site.
- (b) A key element of multi-skilling is the upgrading and extension of every employee's skills and knowledge and the use of this acquired skill and knowledge within an employee's capacity. This will include training and working within an employee's designated award classification as well as training

and working across other award classification's at the site. An employee's designated award classification (as contained in this agreement at Part B - Monetary Rates) is that classification for which the employee has been principally engaged and trained.

- (c) Where this multi-skilling occurs, an employee who for four hours or more (or three hours or more in the case of the short day of the week) 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.



11. CONSULTATIVE COMMITTEE

A consultative committee shall be established at the site consisting of the union delegate, co-delegate and the General Manager. The committee shall meet regularly (at least once a fortnight) for the purpose of discussing day to day issues arising at the site.

12. REMOVAL OF ELECTRONIC FUNDS TRANSFER (EFT) ALLOWANCE

The \$0.50 per week allowance paid by the Company for EFT shall cease upon the commencement of this agreement.

13. PROBATIONARY EMPLOYMENT

- (a) New full-time (weekly) employees will be engaged for a probationary period of up to three (3) months during which time their performance will be assessed against appropriate criteria including required skills, capacity to learn, attendance, punctuality and attitude. If an employee is found to be unsatisfactory at any time during the probationary period, his or her employment will be terminated.
- (b) In the case of casual employees employed by the Company who are offered full-time (weekly) employment, the probationary period will be reduced by the amount of their casual employment.

14. SETTLEMENT OF DISPUTES

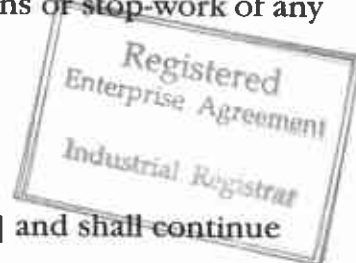
In order to maintain and further enhance the good relationship that exists between employees and the Company, where any problem, grievance, complaint, query or misunderstanding ("the matter") arises with an individual employee or group of employees, the following provisions shall apply:

- (a) the matter shall first be discussed with the consultative committee. The consultative committee shall make every effort to respond within 24 hours.

- (b) If the matter cannot be resolved at the previous level, the union organiser and/or union secretary shall attempt to resolve the matter with the General Manager. The General Manager shall make every effort to respond within 24 hours.
- (c) If the matter cannot be resolved at the previous level, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (d) It is a condition of this agreement that while a matter is still being resolved at any of the above levels, there shall be no bans, limitations or stop-work of any kind and normal work will continue.

15. DURATION OF AGREEMENT

- (a) This agreement shall commence on [date of ratification] and shall continue until 1 July 1999.
- (b)
 - (i) The parties to this agreement will commence discussions in relation to a new agreement within six (6) months of its nominal expiry date of 1 July 1999.
 - (ii) It is recognised by the parties to this agreement, that the decision to enter into a new agreement shall be based upon an assessment of the Company's financial and competitive position in the de-regulated dairy industry at the time of those discussions for a new agreement.



PART B - MONETARY RATES
TABLE 1 - RATES OF PAY

CLASSIFICATION	Column A	Column B	Column C	Column D
	RATE OF PAY FIRST FULL PAY PERIOD ON OR AFTER 1/7/97 \$	RATE OF PAY FIRST FULL PAY PERIOD ON OR AFTER 1/1/98 \$	RATE OF PAY FIRST FULL PAY PERIOD ON OR AFTER 1/7/98 \$	RATE OF PAY FIRST FULL PAY PERIOD ON OR AFTER 31/12/98 \$
Division A: Production Section				
Production Assistant	433.78	444.62	453.74	467.13
Plant Operator 1	443.83	454.92	466.29	477.95
Plant Operator 2	457.56	469.00	480.72	492.74
Plant Operator 3	477.75	489.70	501.94	514.49
Division B: Transport Section				
Milk carter on rounds	474.06	485.91	498.06	510.51
Relief Milk Carter	476.63	488.54	500.75	513.27
Relief Motor Wagon Driver	484.21	496.32	508.72	521.44
Fork Lift Driver	473.96	485.81	497.95	510.40
Tanker Driver - 15, 911 litres capacity or more	503.69	516.28	529.18	542.41
Tanker Driver grader	491.08	503.35	515.94	528.84
(a) under 15, 911 litres	506.76	519.43	532.41	545.73
(b) 15, 911 litres capacity or more				
Drivers of Motor wagons having a manufacturer's gross vehicle mass in tonnes:				
(a) up to 13,948	483.90	496.00	508.40	521.11
(b) over 13, 948 and up to 15,468	485.85	498.00	510.45	523.21
(c) over 15, 468 and up to 16, 919	488.98	499.15	511.63	524.42
(d) over 16, 919 and up to 18, 271	488.00	500.20	512.71	525.53
(e) over 18, 271 and up to 19, 731	489.64	501.88	514.43	527.29
(f) over 19, 731 and up to 21, 092	490.57	502.83	515.40	528.28
(g) over 21, 092	492.62	504.93	517.55	530.49

Junior Labour				
(a) The minimum rate of wages for milk carters' assistants and boys on carts shall be as follows:				
Under 18 years of age	273.88	280.73	287.75	294.94
At 18 and under 19 years of age	325.49	333.63	341.97	350.52
At 19 and under 20 years of age	355.73	364.62	373.73	383.08
At 20 and under 21 years of age	372.02	381.32	390.86	400.63
(b) the minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee as follows:				
Under 18 years of age	282.49	289.55	296.79	304.21
At 18 and under 19 years of age	318.21	326.17	334.32	342.68
At 19 and under 20 years of age	358.60	367.56	376.75	386.17
At 20 and under 21 years of age	395.86	405.75	415.90	426.29



TABLE 2 - ALLOWANCES

Registered
Enterprise Agreement
Industrial Register

ALLOWANCE	RATE OF PAY FIRST FULL PAY PERIOD ON OR AFTER 1/7/97 \$	RATE OF PAY FIRST FULL PAY PERIOD ON OR AFTER 1/1/98 \$	RATE OF PAY FIRST FULL PAY PERIOD ON OR AFTER 1/7/98 \$	RATE OF PAY FIRST FULL PAY PERIOD ON OR AFTER 31/12/98 \$
Leading Hand in charge of more than 2 but less than 10 employees in charge of more than 10 employees	14.97 19.17	15.34 19.65	15.72 20.14	16.12 20.64
Charge Hands per day	4.12	4.22	4.33	4.44
First Aid	9.53	9.77	10.02	10.27
Forklift Drivers loading and/or unloading trailers per week	5.13	5.25	5.38	5.52
Vendor Vehicles per day	2.06	2.11	2.16	2.22
TAFE Diploma/Advanced Certificate	12.71	13.03	13.35	13.69
Cargo Depots cold temperatures per hour	0.36	0.37	0.38	0.39
Entire shift fully enclosed Refrigeration Warehouse/Distribution Depot per hour	0.36	0.37	0.38	0.39
Articulated Vehicles Where the semi-trailer has a single axle	24.40	25.00	25.63	26.27
Where the semi-trailer has two axles	30.14	30.89	31.66	32.45
Where the semi-trailer has more than two axles	35.16	36.04	36.94	37.86
Meal Allowance	6.77	6.93	7.11	7.29
Laundry Allowance per week	4.72	4.83	4.95	5.06
Shift Allowances Morning Shift per shift	6.70	6.87	7.04	7.22
Afternoon Shift per shift	8.78	9.00	9.23	9.46
Night Shift per shift	11.07	11.35	11.63	11.92
Permanent Afternoon/Night Shift per shift extra	2.34	2.40	2.46	2.52

SIGNED FOR AND ON BEHALF OF)
PERFECTION DAIRIES PTY LTD)
(ACN 000 691 396))

[Handwritten Signature]
.....
(Signature)

GREG COOK
.....
(Name in Full)



[Handwritten Signature]
.....
(Witness)

Mani Claire Gullellary J.P.
.....
(Witness Name in Full) Justice of the Peace.

SIGNED FOR AND ON BEHALF OF)
THE TRANSPORT WORKERS UNION)
OF AUSTRALIA (NSW BRANCH))

[Handwritten Signature]
.....
(Signature)

STEPHEN HUTCHINS.
.....
(Name in Full)

R.E. Galvin J.P.
.....
(Witness)
Rosemary Elaine Galvin
Justice of The Peace
.....
(Witness Name in Full)