

ENTERPRISE AGREEMENT

NO: E.A. EA 336 /1993

DATE REGISTERED: 9-11-93

PRICE: \$ 20-00

NATIONAL DAIRIES - ORANGE CANTON SITE AGREEMENT

1. TITLE

This Agreement shall be known as the National Dairies - Orange Site Agreement.

2. SCOPE AND INCIDENCE

This Agreement shall be binding on National Dairies - Orange, and the Transport Workers Union of Australia - NSW Branch, its officers and members; in relation to the company's operations at the Orange site.

3. OBJECTIVE

The objective of this agreement is to commit the parties to a process of continuous improvement in the workplace and, through consultation, involve employees in decisions affecting their work performance and environment.

The principal aim of the agreement is to assist in the achievement of company operational objectives including:

- * safe work environment and practices
- * achievement of quality objectives
- * development of superior customer service
- * flexibility in work arrangements and for the introduction of new technology
- * operational efficiency and effectiveness
- * effective communication
- * development of criteria for measurement of productivity and continuous improvement
- * to satisfy environmental requirements in accordance with legislation

4. CONTINUITY OF OPERATIONS.

- a. **National Dairies - Orange operations depend on milk supply for on-going viability and success. Similarly, milk suppliers and customers depend on the company for reliable and timely service. Due to the perishable nature of raw materials and products, it is essential that the site maintain continuity of operations.**

The parties to this Agreement will therefore observe this grievance resolution procedure.

- b. i) **It is recognised that employees may have complaints, grievances or claims that they wish to raise with the company. These matters will be resolved in a consultative and conciliatory fashion with recourse to this disputes resolution procedure if required.**

The objective of this procedure is to resolve grievances as quickly as possible at the lowest level in the organisation.

- ii) **Where the employee has a grievance, he or she and the delegate shall request a meeting with his or her supervisor to discuss any issue.**
- iii) **Where an issue cannot be resolved or is of importance to the operations function, a meeting shall be held between the Plant Manager or his or her nominee, and the delegates.**
- iv) **Where an issue cannot be resolved with the Plant Manager, or is of importance to the site, a meeting shall be held between the Divisional Operations Manager and/or his or her nominees; and the union official and delegates.**
- v) **If an issue cannot be resolved at site level, the matter shall be notified to the Industrial Relations Commission of NSW for resolution.**

- vi) Where the company dismisses an employee and the union objects to such dismissal, the employee shall be suspended without loss of ordinary pay pending the resolution of the issue pursuant to this procedure.**
- vii) At any and all stages of this procedure, a duly accredited official of the union may accompany and/or represent the employee/s concerned.**
- viii) Whilst this procedure is being followed, the arrangements in place immediately before the dispute arose shall prevail; pending the outcome of the disputes resolution process.**

5. DISCIPLINARY PROCEDURE

It is the purpose of this procedure to affirm each parties commitment to appropriate behaviour and performance for the achievement of operational objectives. All employees will be aware of expected performance and behaviour standards and where these are not met the appropriate disciplinary procedure may be implemented.

- i) In the first instance, and prior to any formal disciplinary action, an employee may be counselled in relation to any matter, identifying problems in work performance or behaviour with the objective of affecting an improvement.
- ii) If the behaviour or work performance does not improve following counselling the formal disciplinary procedure may be implemented. The initial disciplinary procedure shall take the form of a verbal reprimand, with a diary note made by the supervisor of the reason for the reprimand and specific improvement required. A union representative may be present if required by the employee.
- iii) If performance and/or behaviour does not improve a written warning may be given to the employee, clearly identifying the reason for the warning and specific improvement expected. A copy of the warning must be given to the employee. A union representative may be present if requested by the employee.
- iv) If performance and/or behaviour remains unsatisfactory, the employee will be given a final warning, clearly specifying the reason for the warning. It must be clearly stated what improvement is expected and that failure to do so will result in termination of employment. The employee is required to sign the warning to signify his understanding of what is required of him. A union representative must also be present and act as a witness to the warning and such warning shall be valid for a period of Three (3) months from the date of signing.

An employee who disputes the facts resulting in the warning may have the matter reviewed under the consultative process of the Continuity of Operations Procedure.

- v) Failure to comply with the requirement(s) given in the final warning will result in dismissal of the employee with the appropriate period of notice.
- vi) Any misdemeanour of a serious nature, such as gross misconduct, neglect of duty or refusal to carry out instructions in relation to performance or safe working practice may result in summary dismissal and the provision of the clause shall not apply. Where the union disputes the facts resulting in summary dismissal the matter may be reviewed under the Continuity of Operations Procedure.
- vii) Where the dismissal is disputed by the union on either the facts or severity of the disciplinary action the employee will be placed on suspension without loss of pay until the matter is resolved in accordance with the Continuity of Operations Procedure. It is the intention of the parties that compliance with the disciplinary procedure will be sufficient grounds for dismissal if the facts are not in dispute.

6. CONSULTATIVE COMMITTEE

There shall be a site consultative committee established. This committee shall be made up of management and employee members.

The principle aim of the Consultative committee shall be to assist in the achievement of site objectives through participation in the decision making process effecting workplace matters.

7. HOURS OF WORK

- i) The objective of this clause is to facilitate working arrangements that suit individual department's requirements subject to the following sub clauses.**
- ii) Ordinary hours of work shall total 40 hours.**
- iii) Rostering systems shall be developed and modified to reflect flexibility in starting times and to suit the requirements of the various parts of the site within the parameters of the appropriate award clause..**

In the absence of agreement between the company and employees, the matter shall be resolved pursuant to clause 4, Continuity of Operations.

8. RATES OF PAY

The following are rates of pay which would come into force at the signing and certification of this agreement.

The rates relate to the 40 hour week referred to in the document and the existing system of shift work.

Production Assistant	(Day work)	\$416.40
	(Shift work)	\$426.40
Plant Operator Grade 1	(Day work)	\$426.60
	(Shift work)	\$436.90
Plant Operator Grade 2	(Day work)	\$440.80
	(Shift work)	\$451.40
Plant Operator Grade 3	(Day work)	\$461.50
	(Shift work)	\$472.60
Lorry Drivers		\$513.80

9. MEASUREMENT OF CONTINUOUS IMPROVEMENT

It is the intention of the parties to develop appropriate means for the measurement of continuous improvement process.

The selection and development of performance indicators will be relevant to the achievement of operational objectives for the criteria including:

- a. Cost Indicators
- b. Human Resources & Labor Indicators
- c. Quality Indicators
- d. Financial Performance Indicators
- e. Material Resource Indicators

The indicators will be developed, monitored and reviewed during the life of the Agreement. A sub-committee will be formed to assist in the achievement of the objectives with employee representatives and representatives from the consultative committee.

10. SKILLS AND TRAINING REWARDS SYSTEM.

- a. The allocation of work shall be determined by considerations of safety, competency and legislative requirement.
- b. The parties to this Agreement have agreed to continue the development of a site specific skills structure which will be inserted into the Agreement when completed.

11. PAYMENT OF WAGES.

- a. All employees commencing after the signing of this agreement shall be paid by electronic funds transfer.
- b. By agreement, any current employees shall be paid by electronic funds transfer.
- c. Notwithstanding sub clauses (a) & (b) above all employees shall be paid by electronic funds transfer within Twelve (12) months from date of certification.

NOTE:

All funds transfer agreements will be to a facility of the employees choice.

12. CONSEQUENTIAL CHANGES

Where this Agreement is silent it is intended by the parties that the terms and conditions of employment in the Milk Treatment, &C., and Distribution (State) Award shall apply. It is not intended that either party should be disadvantaged by any consequential effect caused by the changes contained in this Agreement.

13. DURATION

This agreement shall come into force on and from the date of certification and remain valid for 12 months from that date.

The parties shall meet not less than one (1) month prior to the date of expiry with a view to reviewing the agreement.

If agreement cannot be reached, and if all parties agree, this agreement would remain in force for a further twelve (12) months whilst further discussions are being held.

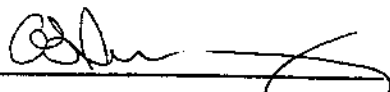
If no agreement can be reached between the parties on the rollover provision, the Agreement would become invalid and conditions would revert to those in force prior to the signing of this agreement.

14. DURESS

The Parties to this agreement agree that agreement has been reached through consultation and consensus without duress by any party.

15. SIGNATORIES

SIGNED FOR AND ON BEHALF OF
NATIONAL DAIRIES - ORANGE



GREGORY J. ARMSTRONG

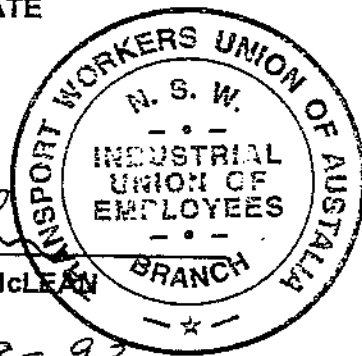
28.7.93

DATE

SIGNED FOR AND ON BEHALF OF
TRANSPORT WORKERS UNION
OF AUSTRALIA NEW SOUTH
WALES BRANCH



JOHN McLEAN



4-8-93

DATE