

ENTERPRISE AGREEMENT

NO: E.A. 54 /1993

DATE REGISTERED: 7-4-93

PRICE: \$ 18-00

AUSTRALIAN CO-OPERATIVE FOODS LIMITED

BOMADERRY PLANT SITE (including depots at Wollongong,
Lake Illawarra, Moss Vale, Bowral, Goulburn and Ulladulla)

ENTERPRISE AGREEMENT

This Agreement is made between Australian Co-operative Foods Limited (A.C.F.) and its employees, represented by a Works Committee, at its Bomaderry plant site (including depots at Wollongong, Lake Illawarra, Moss Vale, Bowral, Goulburn and Ulladulla). The Agreement shall apply to employees engaged in the classifications set out in Appendix A to the Agreement. The Agreement is the first phase of a process of workplace change on this site.

1. Rates of Pay and Relationship to Awards

- (i) A.C.F. will increase the current ordinary time award rates on this site by \$15.00 per week for Adults and \$10.00 per week for all Juniors and Apprentices. These ordinary time rates of pay are detailed in Appendix A by award and classification.
- (ii) 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 have been varied by 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.

2. Productivity

All employees on the site agree to support all formal and informal productivity improvement programs which improve productivity and reduce costs, including but not limited to Quality Through Commitment (Q.T.C.) programs.

3. Training and Multi-Skilling

All employees on the site agree to participate in an expanded training and multi-skills development program and to use the skills so acquired.

4. Payment by E.F.T.

Every employee on the site not currently being paid by electronic funds transfer agrees to be paid in this manner.

5. Continuing Development of Enterprise Arrangements

- (i) All employees on the site, and their representatives, agree to engage in meaningful discussions to develop this initial Agreement into more comprehensive enterprise arrangements which deliver further benefits to site employees and A.C.F. by being better tailored to the needs of the site.
- (ii) All employees on the site agree that no bans or industrial action of any kind will occur as a result of the discussions which take place to develop more comprehensive site enterprise arrangements.

6. Nominal Term

The nominal term of this Agreement is 12 months commencing from the date of its registration by the Industrial Registrar. The Agreement may be varied or terminated in accordance with the NSW Industrial Relations Act.

7. Declaration

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

8. Grievance Procedure

To promote good industrial relations between employees on this site and A.C.F., the following procedure will be observed:

(i) (a) An individual employee or group of employees with any grievance shall first raise the matter with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.

(b) 1. In the event that the matter remains unresolved, the employee/s shall ask the Supervisor to refer the matter to the Manager of the work area. The Manager of the work area will, as soon as possible, hold a meeting attended by the employee/s and the Supervisor. The employee/s may request to be accompanied at the meeting by a fellow site employee who is acceptable to both the employee/s and the Manager of the work area

or

2. In the event that the matter remains unresolved, the employee/s shall refer the matter to the Union Delegate who will attempt to resolve the matter with the Manager of the work area.

(c) 1. In the event that the matter remains unresolved, the employee/s will request the Manager of the work area to refer the matter to the Senior Manager on the site. The Senior Manager on the site will, as soon as possible, hold a meeting attended by the employee/s, the Manager of the work area and the Supervisor. The employee/s may request to be accompanied at the meeting by a fellow site employee who is acceptable to both the employee/s and the Senior Manager

or

2. In the event of failure to resolve a matter in discussions between the Union Delegate and the Manager of the work area, discussions will then take place between a Union Organiser and Senior Manager on the site.

- (d) If the matter is unresolved, the Union Secretary or his representative will confer with Senior Management of the employer.
 - (e) In the event of a matter still not being resolved, it will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue as directed and no bans or industrial action of any kind shall take place whilst the above procedure is being followed.
- (iii) For the purposes of this clause "grievance" as referred to above means:
- (a) for individual employees, grievances in relation to:
 - . a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement or the relevant Award; or
 - . alleged discrimination in employment within the meaning of the Anti-Discrimination Act 1977;
 - (b) for employers and employees, grievances in relation to:
 - . a question, dispute or difficulty concerning the interpretation, application or operation of this Agreement or the relevant Award; or
 - . the settlement of any such question, dispute or difficulty should it arise.

BUTTER, CHEESE AND BACON FACTORIES AND MILK AND CREAM
CONDENSERIES &c., (STATE) AWARD

Ordinary Time Rates

Adults

Production Assistant I	375.50
Production Assistant II	384.50
Plant Operator 1	387.90
Plant Operator 2	396.20
Plant Operator 3	408.40
Foreman	419.30
Employees Grading and Taking Delivery of Milk at Farms	426.70

Juniors

Under 16 years of age	193.90
Under 17 years of age	219.10
Under 18 years of age	251.50
Under 19 years of age	284.00
Under 20 years of age	316.40
Under 21 years of age	334.50

CLERKS (STATE) AWARD

Ordinary Time Rates

ADULTS:

Grade 5	370.40
Grade 4	391.50
Grade 3	401.50
Grade 2	410.30
Grade 1	428.00

JUNIORS:

- (a) Stenographer, comptometer operator, ledger posting or similar accounting machine operator, data processing machine operator, tabulating machine operator, computer operator, card punch machine operator, verifier operator:-

At 17 years of age	196.00
At 18 years of age	239.00
At 19 years of age	271.90
At 20 years of age	319.10

- (b) All other junior employees:-

Under 17 years of age	156.00
At 17 years of age	192.80
At 18 years of age	234.00
At 19 years of age	263.90
At 20 years of age	308.90

MILK TREATMENT &c. AND DISTRIBUTION (STATE) AWARD

Clause 6 Rates of Pay PART A

Ordinary Time Rates

(i) Division A: Production Section:

1. Production Assistant	378.90
2. Plant Operator Grade 1	388.40
3. Plant Operator Grade 2	401.50
4. Plant Operator Grade 3	420.70

Division B: Transport Section:

5. Milk carter on rounds	417.20
6. Relief milk carter	419.70
7. Relief motor waggon driver	426.90
8. Fork Lift driver	417.10
9. Tanker driver - 15,911 litres capacity or more	445.40
10. Tanker driver grader -	
(a) Under 15,911 litres capacity	433.40
(b) From 15,911 litres capacity	448.30
11. Drivers of motor waggons having a manufacturer's gross vehicle mass in tonnes:	
(a) Up to 13.948	426.60
(b) Over 13.948 and up to 15.468	428.40
(c) Over 15.468 and up to 16.919	429.50
(d) Over 16.919 and up to 18.371	430.50
(e) Over 18.371 and up to 19.731	432.00
(f) Over 19.731 and up to 21.092	432.90
(g) Over 21.092 and up to 22.453	434.90

(ii) 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	226.70
At 18 and under 19 years of age	275.80
At 19 and under 20 years of age	304.60
At 20 and under 21 years of age	320.10

- (b) The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee shall be as follows:

Under 18 years of age	234.90
At 18 and under 19 years of age	268.90
At 19 and under 20 years of age	307.30
At 20 and under 21 years of age	342.80

MILK TREATMENT &c. AND DISTRIBUTION (STATE) AWARD

Clause 6 Rates of Pay PART B

Ordinary Time Rates

Boiler attendants (Fireman)	446.40
Bricklayer's labourer	413.90
Builder's labourer	390.10
Cleaner	413.20
Greaser or Oiler	418.40
Ironworkers assistant	403.50
Stationary engine drivers on motors over 186.5 kw	456.00
On motors 74.6 kw up to 186.5 kw	442.00
On motors under 74.6 kw	428.50

Where an employee attends to two or more motors he shall be paid at a rate calculated on the aggregate kw of such motors.

Horsepower shall be that shown on the maker's name plate attached to the motor.

Provided further than an engine driver attending a refrigerating compressor shall be paid a total margin of not less than -

(i) Where the capacity is 25.4 tonnes or less	476.70
(ii) Where the capacity is over 25.4 tonnes	486.10

Storeman and packers	414.10
Tool storeman	416.90
Trades assistant (electrical)	412.80
Trimmer	484.20
Security Officer Grade 1	392.80
Carpenters	482.10
Electrical fitter and/or mechanic	508.40
Mechanical Tradesperson - Special Class	526.70
Electronics Tradesman	603.00
Fitter and/or Turner	481.10
Motor mechanic	481.10
Painters	485.90
Signwriters	496.40
Plumbers	528.30
Refrigeration mechanic or serviceman	481.10
Sheet metal worker, 1st class	481.10
Welder - special class	499.30
Welder - 1st class	481.10
Plant Electrician	538.00

APPRENTICES

Ordinary Time Rates

Apprentice Fitter	Year 1	163.40
	Year 2	210.90
	Year 3	283.90
	Year 4	331.40
Apprentice Electrician	Year 1	161.65
	Year 2	215.80
	Year 3	307.20
	Year 4	351.25

Signed on behalf of the Co-operative

[Handwritten Signature]
.....
Australian Co-operative Foods Ltd
.....
Date 30/11/1992

Signed on behalf of the Employees

A. Edgely
.....
Works Committee Chairperson
.....
Date 27-11-1992

Richard
.....
Works Committee Member
.....
Date 27-11-92

M. Lynch
.....
Works Committee Member
.....
Date 27-11-92