

ENTERPRISE AGREEMENT

NO: E.A. 293 /1994

DATE REGISTERED: 15-8-94

PRICE: \$ 10-00

AUSTRALIAN CO-OPERATIVE FOODS LIMITED

PIPPITA SITE, excluding Depots, (TWU) ENTERPRISE AGREEMENT

This Agreement is made between Australian Co-operative Foods Limited (A.C.F.) and the Transport Workers' Union of Australia (New South Wales Branch) and shall apply to employees engaged at the Pippita Site, excluding Depots, 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 to the ordinary time rates of pay 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 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 125(i) of the Act.

2. Productivity

All employees on the site agree to support all formal and informal productivity improvement programs which improve productivity and reduce costs.

3. Quality Through Commitment (Q.T.C.)

All employees on the site actively support the Q.T.C. program and agree to voluntarily participate in Q.T.C. teams.

4. Training and Multi-Skilling

- (i) All employees on the site agree to participate in an expanded training and multi-skills development program and to use the skills so acquired. All parties are committed to upgrading and extending every employee's skill and knowledge within each employee's capacity.
- (ii) The parties agree to work towards a new site classification structure which rewards the utilisation of new skills.

5. 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 no later than six months from the date of registration of this Agreement. During this six month period the E.F.T. system and the A.C.F. payroll deduction system will be explained to the employees involved by A.C.F. management.

6. **Continuing Development of Enterprise Arrangements**

- (i) All employees on the site, and their representatives, agree to engage in further discussions to develop a new, more comprehensive site enterprise agreement. A new agreement will be based on workplace change on the site and will provide gains in productivity and profitability for A.C.F. and a further pay increase for employees. Discussions pursuant to this clause will commence as soon as possible following registration of this Agreement.
- (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 during the nominal term of this Agreement. After its nominal term has expired, the Grievance and Dispute Procedure at Clause 9 will continue.

7. **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.

8. **Declaration**

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

9. **Grievance and Dispute Procedure**

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

(i) **Procedure relating to a grievance of an individual employee**

- (a) An individual employee with a 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) In the event that the matter remains unresolved, a meeting shall be arranged as soon as possible between the employee, the Manager of the work area and the Supervisor. The employee may request to be accompanied by the Union Delegate or a fellow site employee who is acceptable to the Manager of the work area.
- (c) In the event that the matter remains unresolved, a meeting shall be arranged as soon as possible between the employee, the Senior Manager on the site, the Manager of the work area and the Supervisor. The employee may request to be accompanied by the Union Delegate and/or Union Organiser or a fellow site employee who is acceptable to the Senior Manager.

- (d) If the matter is still unresolved, the Union Secretary or his representative will confer with Senior Management of A.C.F.
- (e) In the event of no agreement still being reached, the employee may request the Union to refer the matter to the Industrial Relations Commission of N.S.W. for resolution. A.C.F. may also refer the matter to the Industrial Relations Commission of N.S.W. for resolution.
- (f) Normal work must continue under this Agreement and the relevant Award and no bans or industrial action of any kind shall take place whilst this procedure is being followed.

(ii) **Procedure relating to a dispute between A.C.F. and employees**

- (a) Employees with an industrial question, dispute or difficulty shall first raise the matter with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.
- (b) In the event that the matter remains unresolved, a meeting shall be arranged as soon as possible between the Union Delegate, the Manager of the work area and the Supervisor.
- (c) In the event that the matter remains unresolved, a meeting shall be arranged as soon as possible between the Union Delegate, Union Organiser, the Senior Manager on the site, the Manager of the work area and the Supervisor.
- (d) If the matter is still unresolved, the Union Secretary or his representative will confer with Senior Management of A.C.F.
- (e) In the event of no agreement still being reached, the matter will be referred to the Industrial Relations Commission of N.S.W. for resolution.
- (f) Normal work must continue under this Agreement and the relevant Award and no bans or industrial action of any kind shall take place whilst this procedure is being followed.

MILK TREATMENT &c. AND DISTRIBUTION (STATE) AWARDClause 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

Signed on behalf of the Co-operative

[Handwritten Signature]

Australian Co-operative Foods Limited

23/2/1994

Date

Signed on behalf of the Industrial Organisation of Employees

[Handwritten Signature: Steve Hutchins]

Transport Workers' Union of Australia (New South Wales Branch)

14th February 1994

Date

