

ENTERPRISE AGREEMENT

NO: E.A. 447 /1994

DATE REGISTERED: 16-11-94

PRICE: \$ 36-00

AUSTRALIAN CO-OPERATIVE FOODS LIMITED

BOMADERRY PLANT SITE (including distribution centres at Wollongong,
Lake Illawarra, Bowral, Goulburn and Ulladulla)

ENTERPRISE AGREEMENT

This Agreement is made between Australian Co-operative Foods Limited and its employees, represented by a Works Committee, at its Bomaderry plant site (including distribution centres at Wollongong, Lake Illawarra, Bowral, Goulburn and Ulladulla) and shall apply to employees engaged in the classifications set out in Appendix A to the Agreement.

1. Supersession of Previous Enterprise Agreements

It is hereby acknowledged between the parties that the following enterprise agreement applicable to this site will be terminated in accordance with the NSW Industrial Relations Act 1991 upon the registration of this Agreement.

Australian Co-operative Foods Limited Bomaderry Plant Site (including depots at Wollongong, Lake Illawarra, Moss Vale, Bowral, Goulburn and Ulladulla) Enterprise Agreement.

2. Rates of Pay and Relationship to Award

- (i) A.C.F. will increase the current ordinary time rates on this site, which are prescribed in the previous enterprise agreement at clause 1 above, to those rates detailed in Appendix A of this Agreement. The New Rate prescribed in Appendix A is payable on registration of this Agreement and the Level Rate prescribed in Appendix A is payable from the first pay period 12 months thereafter. After the payment of the Level Rate increase all full-time employees engaged on the site at the date of registration of this Agreement will have received a total increase of at least 2% + \$10 on their current ordinary time paid rate (including over award payments but excluding penalty rates and allowances).
- (ii) The awards listed at Appendix B 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.

A.E.K.
M.J.R.
D.F.K.
W.C.

3. **Objectives of the Bomaderry plant site (including distribution centres)**

Bomaderry plant site (including distribution centres) objectives are:

Continuous improvement in quality of products and customer service.

Satisfying consumers with value for money products.

A work environment where people can contribute to the progress of the site.

Harmonious work environment based on team structure.

Continuous employee training and development.

Clear and well understood performance goals.

Full support for marketing, sales and new product programs.

Maintenance of high quality standards in product composition, presentation and distribution.

Meeting these objectives is vital to the future of A.C.F. and the job opportunities of employees on this site.

4. **Productivity**

All employees will support and actively co-operate in all formal and informal improvement programs which increase productivity, efficiency and flexibility and reduce costs on the site.

5. **Quality through Commitment (Q.T.C.)**

All employees on the site are committed to continuous improvement in manufacturing processes, quality of products, distribution and customer service, and this process includes:

- . Active employee participation in Q.T.C. teams.
- . The identification of best practice in the key areas of site operations and the continuing implementation of workplace reform to achieve best practice.
- . Work reorganisation, leading to a more flexible and efficient organisational structure.
- . A continuing skills enhancement program which maximises the skills of every individual and gives each person more interesting and productive work.
- . Maintaining a safe and healthy work place.
- . A participative process which values the involvement and ideas of all employees.

6. Multi-Skilling

All employees on the site agree to become multi-skilled as required by A.C.F. and to commence this process upon registration of this Agreement.

A key element of multi-skilling is the upgrading and extension of employees skills and knowledge and using those skills acquired. This includes training and working within an employee's current award functions together with training and working across other award functions on the site.

Multi-skilling recognises that competency and safety are the only limitations on how work is performed. Central to this recognition is that there are no demarcations of work of any sort on this site provided employees are trained and qualified (including meeting any legal requirements) for the work.

For example, this includes the following -

- (i) Engine drivers and firemen will carry out fitting and restricted electrical work.
- (ii) Production, distribution centres, distribution and stores employees will perform machine adjustments, running repairs and routine mechanical maintenance.
- (iii) Mechanical trades employees will perform restricted electrical work and production work.
- (iv) Electrical trades employees will perform minor mechanical maintenance and production work.
- (v) Production, distribution centres, distribution, stores and trades (mechanical and electrical) employees will perform transport/driving duties.
- (vi) Transport employees will perform production, distribution, stores and restricted trades duties.

7. Payment by E.F.T.

Every employee on the site shall be paid by electronic funds transfer to their nominated bank, building society or credit union account.

8. Hours of work

All employees on the site agree that the following hours of work provisions best meet the operating requirements of the site and that they will be implemented by A.C.F. upon registration of this Agreement. A.C.F. may implement, after consultation with employees, a variety of the following working patterns in different sections or departments of the site as appropriate.

- (i) The weekly ordinary hours of work shall be 38 hours per week or an average of 38 hours per week being calculated over an employee's work cycle.
- (ii) Fixed Hours Systems - By employees actually working up to 10 ordinary hours each day in one of the following work cycles:

38 ordinary hours within a work cycle not exceeding 7 consecutive calendar days; or

76 ordinary hours within a work cycle not exceeding 14 consecutive calendar days; or

114 ordinary hours within a work cycle not exceeding 21 consecutive calendar days; or

152 ordinary hours within a work cycle not exceeding 28 consecutive calendar days.

e.g. 5 x 7.6 hours in a 7 day cycle
or 4 x 8 hours and 1 x 6 hours in a 7 day cycle
or 4 x 9.5 hours in a 7 day cycle
or 3 x 10 hours and 1 x 8 hours in a 7 day cycle
or a combination of days and hours over a 14, 21 or 28 calendar day cycle to achieve an average of 38 ordinary hours per week.

Within the fixed hours system, overtime is payable after the conclusion of the ordinary hours rostered for that day.

- (iii) Rostered Day Off (R.D.O.) System - By employees working an average of 38 ordinary hours per week where each day worked consists of 8 ordinary hours of which 0.4 ordinary hours is banked to an R.D.O. bank.

The R.D.O. bank may be utilised as follows -

- (a) By employees electing to take 7.6 hour rostered days off as leisure days.
- (b) By employees electing not to take rostered days off and receiving payment for their full R.D.O. bank accrual at 30th June each year.
- (c) By employees electing not to take rostered days off and receiving payment for their full R.D.O. bank each pay week.
- (d) An employee's election for option (a) (b) or (c) above must be made at the commencement of employment or at 1st July each year. An election once having been made shall not be changed within 12 months except through unforeseen circumstances. Provided that each employee will make their initial election on the registration of this Agreement.
- (e) Employees who annually elect to receive either annual or weekly payments instead of taking rostered days off as leisure days, shall not have these payments included for the purposes of calculation of annual and long service leave entitlements.

Within the R.D.O. system, overtime is payable after the conclusion of 8 ordinary hours on each rostered day.

9. **Nominal Term**

The nominal term of this Agreement is 2 years 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.

10. **Declaration**

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

11. **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.

SKILLS-BASED CLASSIFICATION STRUCTURE

1. OBJECTIVE

The primary objective of introducing a skills-based classification structure is to provide a sound framework for developing and rewarding employees in a fair and equitable manner. By establishing an integrated structure with defined competency and training requirements at each level, avenues for career pathing will become clearer. In turn this will provide increased opportunities for structured individual development and progression.

Employees will benefit through opportunities to develop potential and increase their skill-base and through the more interesting and challenging work that will be required in each of the roles. A.C.F. will benefit through a structured organisation of work which will clearly define the skills required to achieve A.C.F. goals; more efficient and skilled employee performance, and increased flexibility of resources to meet changing customer needs.

2. CLASSIFICATION STRUCTURE

The classification structure has nine levels. Complexity of work increases from Level 1 to Level 9. Classification is based on an analysis of the education, training, responsibilities, interpersonal and communication skills, work context and technical skills required in each role. Roles of similar overall complexity have been grouped together and are clearly differentiated from roles in the levels above and below.

(i) Training

Two types of training will be provided to enable employees to meet the required competencies within their respective roles.

(a) Core Training Modules

These modules refer to training which is relevant to competent performance in all roles within a particular classification level. Employees (including all those employed at the commencement of this Agreement) will be required to complete all of the Core Training Modules specified for classification levels up to and including the level in which they are classified. Training will be delivered as modules become available throughout the term of the Agreement.

(b) On-Job Training

Structured on-job training will be provided to enable all employees to achieve the required level of competence in their respective roles, including training to perform Additional Responsibilities.

(ii) **Multi-skilling**

Multi-skilling is an integral aspect of the new classification structure. Employees will be required to multi-skill in accordance with Clause 6 of the Agreement.

(iii) **Skill Flexibility**

Employees will continue to be required to perform any work for which they are trained and qualified (including meeting any legal requirements). This will apply both within their current level, and at lower classification levels.

(iv) **Periodic Review of Roles**

Employees will continue to participate in programs designed to improve quality and efficiency. It is therefore likely that roles will naturally evolve over time as employees become more highly skilled and accountable in their work. To ensure that roles are classified fairly, there will be regular reviews of roles by A.C.F., each review to occur within twelve months of the previous review.

3. **EMPLOYEES CLASSIFICATION**

(i) **Initial Classification**

The following arrangements will apply in the transition to the new structure.

- (a) Employees will be classified, in the first instance, on the basis of the predominant role they are currently performing.
- (b) From the date of commencement of the Agreement, employees will be paid according to the level in which their role has been classified. All transfers to the new structure will occur without loss of ordinary time rate of pay.
- (c) Throughout the duration of the Agreement, required Core and on-job training will be delivered and each employee assessed against the relevant competency requirements.
- (d) From the date of commencement of the Agreement, employees will perform and/or train for work in accordance with the requirements of the new structure.

(ii) **Consolidation of Skill**

Given that current employees will be moved onto the appropriate level of the new classification structure *before* they have received all the relevant training, it is expected that the focus of training during the Agreement period will be on ensuring that there is consolidation of skills within *current* roles.

(iii) Subsequent Movement to a Higher Classification Level

Generally, once employees are competent in all aspects of their roles, they will be encouraged to continue to develop their skills and work towards progressing through the structure. Movement to a higher classification level can only occur when:

- the employee meets all of the criteria (Core Modules, Qualifications/Licencing and Additional Responsibilities for the Role) for the present classification level, all lower classification levels and the higher classification level, AND
- a role is available (with the exception of any of the multi-skilled roles), or, the present role is re-classified by A.C.F. as a result of sufficient additional skill and responsibility.

ORDINARY TIME RATES

CLASSIFICATION LEVEL	NEW RATE \$	LEVEL RATE \$
TECHNICIAN LEVEL 1	383.00	400.50
TECHNICIAN LEVEL 2	402.70	420.00
TECHNICIAN LEVEL 3	406.10	425.00
TECHNICIAN LEVEL 4	421.70	435.00
TECHNICIAN LEVEL 5	429.60	450.00
TECHNICIAN LEVEL 6	483.60	495.00
TECHNICIAN LEVEL 7	521.00	535.00
TECHNICIAN LEVEL 8	556.10	575.00
TECHNICIAN LEVEL 9	*	615.00

* Anticipated new position

5. CLASSIFICATION LEVELS AND ROLES

Within each level, employees are required to:

- (i) demonstrate competence in their roles, undertaking training where necessary, and
- (ii) undertake training during the period of the Agreement to achieve competence in the Additional Responsibilities, as specified in the following section of this Agreement.

5.1 TECHNICIAN LEVEL 1

* CORE MODULES: ACF INDUCTION PROGRAMME

* ROLE:

Entry Level Role Initial training period for Level 2 functions.

5.2 TECHNICIAN LEVEL 2

* CORE MODULES: BASIC OH&S PROCEDURES
BASIC QUALITY PRINCIPLES
BASIC HYGIENE and CLEANING
WORKPLACE COMMUNICATION
BASIC MATERIALS HANDLING

* ROLES:

Site Cleaner

Additional Responsibilities: Quality and efficiency improvement

Office Cleaner

Additional Responsibilities: Quality and efficiency improvement

Production Assistant

Additional Responsibilities: Quality and efficiency improvement
Assist in basic production functions, as required

Storeperson

- Basic Cold Room Duties

Additional Responsibilities: Quality and efficiency improvement

Gardener

Additional Responsibilities: Quality and efficiency improvement

5.3 TECHNICIAN LEVEL 3

* CORE MODULES: CUSTOMER SERVICE
ADVANCED MATERIALS HANDLING
HACCP
INTERMEDIATE HYGIENE and CLEANING

* ROLES:

Storeperson-Cold Room Processing Plant

Qualifications/Licencing: Fork Lift Licence

Additional Responsibilities: Basic Fork Lift maintenance
Improved customer service
Knowledge of distribution runs, packaging functions
Understanding of stock histories and daily control procedures
Team work to improve efficiency

Storeperson-CMV Filling

Qualifications/Licencing: Fork Lift Licence

Additional Responsibilities: Basic Fork Lift maintenance
Understanding of basic microbiology
Understanding of packaging material properties, product composition, transit issues and problems
Knowledge of sanitisation procedures

Storeperson-Production

Qualifications/Licencing: Fork Lift Licence

Additional Responsibilities: Basic Fork Lift maintenance
Stock documentation
Understanding of product properties, customer requirements
Relief production operator - basic functions

Storeperson-Distribution Centre

Additional Responsibilities: Improved customer service
Knowledge of distribution runs and packaging functions for distributors
Understanding of stock histories and daily control procedures
Team work to improve efficiency

Crate Operator

Qualifications/Licencing: Fork Lift Licence
Class 5B Licence

Additional Responsibilities: Basic Fork Lift maintenance
Understanding of relevant OH&S issues
Quality and efficiency improvement

Bottle Feed Operator

Additional Responsibilities: Detailed machine knowledge
Understanding of blow-moulding techniques
Knowledge of products, customer requirements
Knowledge of finished goods handling procedures

5.4 TECHNICIAN LEVEL 4

* CORE MODULES: PRODUCT KNOWLEDGE
SANITISATION PROCEDURES
BASIC PC SKILLS
ACF OPERATIONS

* ROLES:

Machine Operator

Additional Responsibilities: Basic machine maintenance
Basic set-up, adjustment and line change procedures
Training of other operators
Understanding of sampling and calibration techniques
Machine-specific training by supplier

Batcher/Mixer

Additional Responsibilities: Knowledge of sampling techniques
Quality and efficiency improvement

Multi-Skilled Storeperson

Basic Requirements: Demonstrated competence in three or more
Level 3 roles

Additional Responsibilities: Generation of reports, data entry techniques
Compilation of orders

Storeperson-Distribution Centre

Qualifications/Licencing: Fork Lift Licence

Additional Responsibilities: Generation of reports - data entry techniques
Compilation of orders
Stock control and stock loss assessment
Basic fork lift maintenance
Improved customer service

5.5 TECHNICIAN LEVEL 5

* CORE MODULES: ADVANCED HYGIENE and CLEANING
PRODUCT TESTING

* ROLES:

Evaporator Operator

Qualifications/Licencing: Evaporator Operator's Certificate
Milk Grading Certificate

Additional Responsibilities: Understanding of basic microbiology
Quality and efficiency improvement

Laboratory Technician 1

Qualifications/Licencing: Milk Grading Certificate
Milk Testing Certificate

Additional Responsibilities: Apply sampling and sub-sampling procedures
Complete chemical analyses, microbiology testing
Understand packaging and control room functions
Demonstrate competence in farm identification

Multi-Skilled Operator

Qualifications/Licencing: Milk Grading Certificate

Basic Requirements: Demonstrated competence in two or more
Level 4 roles

Clerk

Additional responsibilities: Demonstrate competence in all aspects of job
Quality and efficiency improvement
Understand customer requirements
Product knowledge

5.6 TECHNICIAN LEVEL 6

* CORE MODULES: ADVANCED OH&S
PROBLEM SOLVING TECHNIQUES
PRODUCT PROPERTIES and COMPOSITION
QA PROCEDURES and PRACTICES

* ROLES:

Control Room Operator

Qualifications/Licencing: Milk Grading Certificate
Milk Pasteurisation Certificate
Fire Tube Boiler Certificate

Additional Responsibilities: Knowledge of Alert 500 functions and operations
Knowledge of all processing and packaging equipment
and procedures

Laboratory Technician 2

Qualifications/Licencing: Milk Grading Certificate
Milk Testing Certificate
TAFE Food Technology
Associate Diploma or equivalent

Additional Responsibilities: Understanding of Control Room functions
Knowledge of Aust. Standard Methods for Testing
Understanding of Evaporator functions

Driver

Qualifications/Licencing: Milk Grading Certificate
Class 5B Licence, Advanced Driver Certificate
Minimum 2 years on-road experience

Additional Responsibilities: Demonstrated competence in Bulk and Distribution functions
Basic transport maintenance

Fitter

Qualifications/Licencing: Milk Grading Certificate
TAFE Trade Certificate - Mechanical

Additional Responsibilities: Production team member
Quality and efficiency improvement

Plant Serviceperson

Qualifications/Licencing: Milk Grading Certificate
Open Class Boiler Certificate
Refrigeration Certificate

Additional Responsibilities: Quality and efficiency improvement

Storeperson in charge of depots

Qualifications/Licencing: Milk Grading Certificate

Additional Responsibilities: Quality and efficiency improvement
Knowledge of refrigeration systems
Preparation of instructions and reports

Clerk

Additional responsibilities: Demonstrate competence in all aspects of job
Quality and efficiency improvement
Understand customer requirements
Product knowledge

5.7 TECHNICIAN LEVEL 7

* CORE MODULES: INTERMEDIATE PC SKILLS
REPORT WRITING SKILLS
TIME MANAGEMENT

* ROLES:

Control Room Operator

Qualifications/Licencing: Milk Grading Certificate
TAFE Supervisor's Course

Additional Responsibilities: Knowledge of Alert 500 hardware and software
Develop and train Control Room operators
Maintain and improve QA systems
Prepare instructions and reports

Mechanical Tradesperson

Qualifications/Licencing: TAFE Trade Certificate - Mechanical
Refrigeration Engine Driver's Certificate
Boiler Certificate

Additional Responsibilities: Operation and principles of Trade Waste system
Knowledge of plant layout
Knowledge of process and packaging equipment
Work with and co-ordinate production teams

Electrical Tradesperson

Qualifications/Licencing: TAFE Trade Certificate - Electrical
Milk Grading Certificate
Refrigeration Engine Driver's Certificate

Additional Responsibilities: Knowledge of plant layout
Knowledge of process and packaging equipment

Multi-Skilled Operator

Qualifications/Licencing: Milk Grading Certificate

Basic Requirements: Demonstrated competence in two or more
Level 6 roles

Multi-Skilled Laboratory Technician

Qualifications/Licencing: Milk Grading Certificate
Milk Pasteurisation Certificate
Milk Testing Certificate
TAFE Food Technology Associate
Diploma or equivalent

Basic Requirements: Competent in all areas of laboratory operation,
product analysis and recording
Knowledge of Control Room functions and operation

5.8 TECHNICIAN LEVEL 8

* CORE MODULES:

* ROLES:

Multi-Skilled Tradesperson

Qualifications/Licencing: TAFE Trade Certificate - Mechanical
TAFE Trade Certificate - Electrical
Milk Grading Certificate
Electrical Licence

Additional Responsibilities: Quality and efficiency improvement

Plant Electrician

Qualifications/Licencing: TAFE Trade Certificate - Electrical
Milk Grading Certificate
Electrical Licence

Additional Responsibilities: Quality and efficiency improvement
High tensile experience

Secretary

Additional responsibilities: Demonstrate competence in all aspects of the job
Quality and efficiency improvement

5.9 TECHNICIAN LEVEL 9

* ANTICIPATED FUTURE ROLE:

Electronics Tradesperson

Qualifications/Licencing: TAFE Trade Certificate - Electrical,
Post Trade - Electronics
Milk Grading Certificate
Electrical Licence

Additional Responsibilities: High tensile experience

Butter, Cheese and Bacon Factories and Milk and Cream Condenseries etc, (State) Award

Clerks (State) Award

Milk Treatment etc and Distribution (State) Award

Metal & Engineering Industry (New South Wales) Award

Engine Drivers etc., General (State) Award

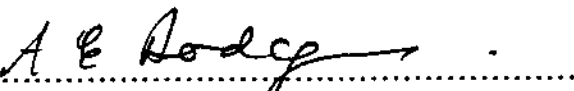
Electricians (State) Award

Signed on behalf of the Co-operative


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Australian Co-operative Foods Limited

8/9/94
.....
Date


Signed on behalf of the Employees


.....
Works Committee Chairperson

6-9-94
.....
Date


.....
Works Committee Member

6.9.94
.....
Date


.....
Works Committee Member

6-9-94
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Date