

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/78

**TITLE: National Foods Milk Limited/Blowflex Moulding Pty Limited Penrith
Operations Agreement 1999-2000**

I.R.C. NO: 00/564

DATE APPROVED/COMMENCEMENT: Approved 9 March 2000 and commenced 13 July 1999

TERM: 12 July 2000

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 28 April 2000

DATE TERMINATED:

NUMBER OF PAGES: 10

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** It applies to all employees of the Penrith facility engaged in receipt, processing, packaging, and distribution of milk and related products, and employees employed by Blowflex Moulding engaged in receipt, processing, and packaging of blowmoulded products at the Penrith site.

PARTIES: Blowflex Moulding Pty Limited -&- National Foods Milk Ltd, Transport Workers' Union of Australia, New South Wales Branch



NATIONAL FOODS MILK LIMITED/BLOWFLEX MOULDING PTY LIMITED PENRITH OPERATIONS AGREEMENT 1999 - 2000

1. TITLE

This agreement shall be known as the "National Foods Milk Limited/Blowflex Moulding Pty Limited Penrith Operations Agreement 1999 - 2000" ("the agreement").

2. ARRANGEMENT

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3. INCIDENCE AND PARTIES BOUND

This agreement is made between National Foods Milk Limited (ACN 051195 272), ("the company"), and the Transport Workers' Union of Australia, NSW Branch ("the union") on behalf of all employees who are eligible to be members of the union employed at the company's Penrith facility ("the site") engaged in the Receiving, Processing, Packaging and Distribution of milk and related products, and for employees employed by Blowflex Moulding Pty Ltd (ACN 006234564) engaged in the Receiving, Processing and Packaging of blowmoulded products at the Penrith site.



4. **OBJECTIVE**

The objective of this agreement is to assist the site in achieving continuous improvement in occupational health and safety performance, customer service and waste reduction; and to facilitate employee training.

5. **PARENT AWARD**

Where this agreement is silent the provisions of the Milk Treatment and Distribution (State) Award ("the award") will apply. In the event of any inconsistency between the award and the agreement, the agreement shall take precedence to the extent of the inconsistency.

6. **CONSULTATIVE COMMITTEE**

A site consultative committee will be established. The objective of the committee is to facilitate the achievement of the objective of this agreement and to enhance site communications. The committee will meet not less than bi-monthly. The agenda will include any significant proposed changes to site operations, the development and implementation of training and any given grievances that have not been satisfactorily resolved by department managers.

The committee will contain six to eight elected members drawn from employees covered by this agreement and management representatives. A quorum of three employee representatives must be present at each meeting. If elected representatives are unable to attend a meeting, a nominated substitute can attend in their place.

7. **DISPUTES PROCEDURE**

In the event that any claim or grievance arises, the matter will be discussed with the relevant department manager or his/her nominee. Where an issue cannot be resolved at this level it shall be discussed between the relevant senior manager or his/her nominee, the site TWU delegate and appropriate union representative.

Where there is a likelihood of industrial action on any matter the TWU delegate shall advise the relevant senior manager of the nature of the dispute and the senior manager shall convene a meeting of the relevant parties within 24 hours from the time of notification. If the matter remains unresolved it shall be referred to the N.S.W. Industrial Relations Commission for resolution.



In the event that an employee is dismissed by the company and the union opposes that dismissal, the employee concerned shall be suspended without deduction of pay until a meeting has been convened involving the TWU delegate, relevant senior manager and employee concerned to discuss the matter.

8. **WAGES**

New Employees will commence as trainees and receive an induction rate of pay (as per Appendix 1). Trainees will undertake induction training and overall site familiarisation. The employee on completing the required training and demonstrating they possess all the basic skills, will three months after commencement receive the site minimum wage.

This wage structure (Appendix 1) will not involve any detriment to any current employees wages.

9. **COMMITMENT TO TRAINING**

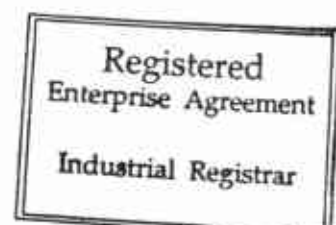
The parties to this agreement are committed to training and development for the mutual benefit of the Company and employees.

In the interests of both employee and company development, safety standards and environmental issues, employees are expected to undergo specific training in order to perform their duties in a safe and competent manner. In the event that the site's requirements are not being met, management will discuss the issue with the consultative committee. If necessary, the matter shall be resolved pursuant to the Disputes Procedure clause of this agreement.

The Company shall make efforts to schedule training activities within normal working hours. However, the parties acknowledge that due to the need for continuity of business operations, type of training and participant numbers required, training activities will at times need to be scheduled outside normal working hours. Where this occurs training will be scheduled as close as possible to the commencement or finish of the shift.

Should employees be unable to attend compulsory training activities outside their normal working hours for a genuine personal reason, they must notify their supervisor/manager prior to the training day explaining the situation and agree to attend an alternative session.

Where employees do not attend compulsory training activities during normal working hours or where they have agreed to attend training outside normal working hours, and do not attend or provide appropriate notice of non



attendance, they will be counselled as per the Company disciplinary procedure.

Payment for attendance of training outside normal working hours will be at overtime rates.

10. HOURS OF WORK

a) The ordinary hours of work shall be an average of 38 hours per week as per award.

b) Shift Definitions

Early Morning Shift - shall mean a shift commencing after 3.00am and before 6.00am.

Day Shift - shall mean a shift commencing at or after 6.00am and before 2.00pm.

Afternoon Shift - shall mean a shift commencing at or after 2.00pm and finishing at or before midnight.

Night Shift - shall mean a shift finishing after midnight or commencing at or before 3.00am.

c) In addition to the rates of pay outlined in Appendix 1 rostered shift workers shall receive a shift penalty/allowance when they work from Monday to Friday.

Rostered shift workers working an ordinary shift on a Saturday shall be paid time and one half for the first eight hours and overtime rates thereafter. Rostered shift workers working an ordinary shift on a Sunday shall be paid time and three quarters for the first eight hours and overtime rates thereafter.

Shift Allowances

Early Morning	\$8.54
Day	Nil
Afternoon	\$12.58
Night	\$25.58

11. ROSTERED DAYS OFF (RDO)

RDO's will be rostered by management to take into account work requirements and where possible meet employees requests.

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Where an employee's roster includes weekend days an RDO can be applied for from management and if granted will not carry any penalty rate payments for this day.

12. ROSTERING OVER SEVEN DAYS

As the business operates 7 days per week the ordinary hours of work will be 38 hours, rostered over not more than five days in each seven day week, and may include weekends and public holidays.

Where employees are rostered over weekends they shall be paid time and a half on a Saturday and time and three quarters on a Sunday.

Where employees are rostered to work on a public holiday they shall be paid double time and a half, and triple time on Christmas Day, with a minimum payment of eight hours.

13. OVERTIME

All time worked in excess of the normal rostered hours in any one day or outside the employee's fixed start and finishing time, shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter.

Where employees are rostered to work on a Sunday as part of their normal rostered hours and work overtime, all overtime worked on the day will be paid at double time.

Employees called in to work on their rostered day off will receive payment at double time for all hours worked, with a minimum payment of four hours.

14. MEAL BREAK AND ALLOWANCE

A paid meal break of twenty minutes shall be taken at a time to ensure continuous plant operation.

An employee who works in excess of two hours overtime per shift with or without notice shall receive a meal allowance of \$6.60.

15. LEAVE

a) Annual Leave

Annual leave will accrue at the rate of twenty (20) days per annum for full-time employees and pro rata amounts for part time employees.

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b) Sick Leave

Employees must notify their supervisor/manager of the nature and expected duration of any absence prior to the commencement of their shift or at the earliest opportunity and, when requested, provide medical evidence of why they were unable to attend.

The conditions which govern the taking of sick leave as stated in the award shall apply. Employees are entitled to 5 days in their first year of employment and 10 days in each subsequent year.

Employees absent the day before or after a public holiday or R.D.O must produce a medical certificate stating why they were unable to attend work, to be paid.

c) Long Service Leave

Long service leave shall be in accordance with the NSW Long Service Leave Act.

d) Bereavement Leave

An employee, other than a casual, shall be entitled to a maximum of two days without loss of pay, on each occasion, and on the production of satisfactory evidence of the death of a person as prescribed by the by the relevant subclause in the award.

e) Other Leave

Employees can apply for Carers Leave / Maternity Leave including Parental leave as per the Industrial Relations Act and the National Foods Policy.

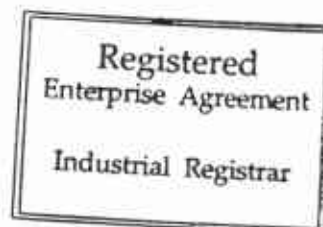
f) Jury Service

i. An employee required to attend for Jury Service during their ordinary working hours shall be reimbursed any loss of pay in respect for ordinary time they would have worked had they not been on jury service.

ii. An employee must notify of any requirement to attend for jury service at the earliest opportunity. In addition, the employee must provide proof of attendance and proof of any amount received.

g) Public Holidays

As gazetted in the State of New South Wales.



16. **PAYMENT OF WAGES**

All employees shall be paid by electronic funds transfer on a weekly basis.

17. **SUPERANNUATION**

a) All employees are required to become and remain members of the TWU Superannuation Fund and all rights and obligations of the Company and the employees in relation to superannuation shall be determined in accordance with the Trust Deeds and rules governing the relevant Fund.

b) Employees who are already members of the National Foods Limited Superannuation Fund may remain in that fund or any successor.

18. **COMPETENCY BASED CLASSIFICATION STRUCTURE AND TRAINING**

The parties to this agreement agree a working party will be established which during the next 7 months prior to the expiration of the current agreement on 12 July 2000 develop and agree the process of transfer of all employees from the current skills based structure to a competency based structure with the Certificate of Food Processing / Certificate of Warehousing underpinning the development of competencies.

Once agreement has been reached between the parties the said process and classification structure will be incorporated into the Penrith Operations Agreement commencing from 13 July 2000.

A framework for the working party and development of a competency based classification structure and training is as follows:

Working Party:

1. Establish the members of the working party - employee/union and management representatives and suitable training professional.
2. Determine meeting timetable and reporting mechanisms for working party.
3. Working party to determine timetable of activities within the above time frame.

Activities to be undertaken by working party:

1. Define classification structure.
2. Match existing skills checklist to learning outcomes of Certificate in Food Processing / Certificate in Warehousing.

3. Align the skills based structure to the new classification structure.
4. Review and confirm existing skills and rates of pay for employees.
5. Establish pay rates for the new classification structure.
6. Communicate the proposal to all parties (ie employees, union and management).

Implementation

Once agreement has been reached between all parties on the competency based training and classification structure and it is incorporated into the EBA implementation will occur.

1. The parties are committed to ensure the transfer from the skills based structure to the new competency based structure will be implemented within 3 months from the agreement of the EBA commencing on 13 July 2000.
2. The working party will determine a timetable of activities for implementation within the above time frame.
3. Taking into consideration operational requirements, the time table for implementation will be followed as closely as possible.

19. PRECEDENT

This agreement is not to be used as a precedent for any claim on any other site or business operated by National Foods Limited or its subsidiaries.

20. DURATION

This agreement shall come into force from 13 July 1999 for a twelve month period and conclude on 12 July 2000.


The Company and the union will meet in April 2000 to commence re-negotiating the next agreement.

The parties agree the next agreement commencing on 13 July 2000 will be of at least 2 years duration.



21. **EXECUTION**

Signed for National Foods (NSW) Limited by Ron Della Vedova, Regional General Manager.

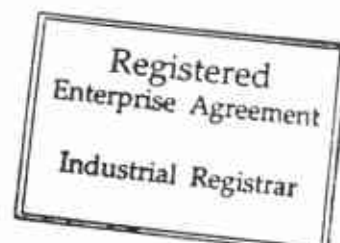


Date: 10 December 1999

Signed for the Transport Workers' Union of Australia, NSW Branch



Date: 15th December 1999



APPENDIX 1

WAGES

CASUAL EMPLOYEES

\$481.68

Casual employees when working ordinary hours shall be paid a 25% casual loading plus 1/12th annual leave component on a Monday to Friday, time and a half on a Saturday and double time on a Sunday. Casual employees shall be paid for a minimum of four hours pay for each start.

NEW EMPLOYEES

\$481.68

This rate will apply for the first three months of permanent employment. After this probationary period and the requirements under Clause 8 have been met, the site minimum wage of \$525.00 will apply.

CURRENT PERMANENT EMPLOYEES

OLD BASE RATE + 3% + SKILLS = NEW WAGE
(*UNDER PREVIOUS EBA)

e.g OLD BASE RATE + 3% + SKILLS = PAYMENT
(467.65) (14.03) (*UNDER PREVIOUS EBA)

However, the minimum site wage will be not less than \$ 525.00 per week for any permanent employee who has completed the three month probationary period and completed the required training and skills assessment as per Clause 8.

* Previous EBA refers to Penrith Operations Agreement 1996 -1999

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