

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/116

TITLE: Perfection Dairies Enterprise Agreement

I.R.C. NO: 00/1446

DATE APPROVED/COMMENCEMENT: 20 April 2000

TERM: 17 November 2002

**NEW AGREEMENT OR
VARIATION:** New - Replaces EA97-192

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged at the Company's Baulkham Hills, Hornsby and Windsor sites

PARTIES: Perfection Dairies Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch

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PERFECTION DAIRIES ENTERPRISE AGREEMENT

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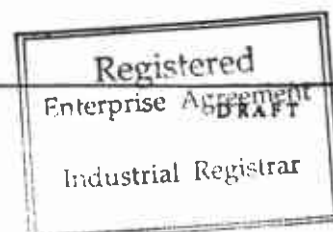
Table 1 - Rates of Pay

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PART A

2. SCOPE AND INCIDENCE OF AGREEMENT

This Agreement is made between Perfection Dairies Pty Ltd (ACN 000 691 396) ("the Company") and the Transport Workers Union of Australia, New South Wales ("the Union") in relation to all employees engaged at the Company's Baulkham Hills, Hornsby and Windsor sites ("the sites") under the Milk Treatment &c., and Distribution (State) Award.



3. RELATIONSHIP TO PARENT AWARD

This agreement shall be read in conjunction with the Milk Treatment &c., and Distribution (State) Award ("the Parent Award"). The terms and conditions of this Agreement shall apply to all employees employed under the Parent Award, but where this Agreement is silent, the terms and conditions of the Parent Award shall apply.

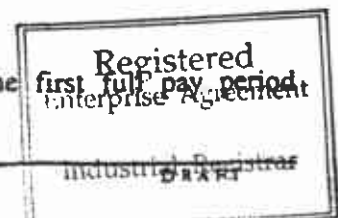
4. OBJECTIVES

The continuing viability of the Company and the livelihood of employees totally depends upon the commitment of both management and employees to ensuring the competitiveness of the Company in the deregulated market.

To this end, the primary objectives of the parties to this agreement are a commitment to increasing productivity, reducing wastage, removing any barriers to flexibility of the workforce and acceptance of multi-skilling.

5. RATES OF PAY

- (a) The rates of pay for all employees under this agreement are set out in Table 1 - Rates of Pay of Part B - Monetary Rates.
- (b) All employees under this agreement shall be classified in the appropriate classification and shall be paid according to that classification as set out in the said Table 1.
- (c) The Company shall pay the rates of pay as set out in columns 1 to 6 of the said Table 1 as follows:
 - (i) the rates of pay as set out in column 1 from the first full pay period commencing on or after the date of signing the agreement;
 - (ii) the rates of pay as set out in column 2 from the first full pay period commencing on or after 27 June 2000;
 - (iii) the rates of pay as set out in column 3 from the first full pay period commencing on or after 27 January 2001;
 - (iv) the rates of pay as set out in column 4 from the first full pay period commencing on or after 27 August 2001;
 - (v) the rates of pay as set out in column 5 from the first full pay period commencing on or after 27 March 2002; and
 - (vi) the rates of pay as set out in column 6 from the first full pay period commencing on or after 27 November 2002.



- (d) The relevant allowances as contained in the parent award have been increased and shall be paid where appropriate to employees as set out in Table 2 - Allowances of Part B - Monetary Rates.

6. COMMITMENT TO REDUCTION OF WASTAGE

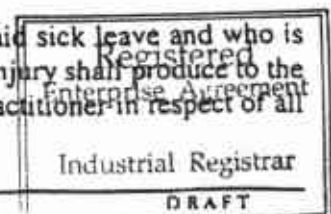
- (a) All employees to this agreement are committed to the process of reducing the wastage in a variety of areas across the Company. These areas include, but are not limited to, the following areas: milk loss, plastic bottles, cartons, labels, crates, caps and water.
- (b) The parties to this agreement have established an "efficiency committee" made up of an employee from each area of the production process and management. After input from all employees, this committee will identify areas of waste and set achievable targets to ensure that there is a definite reduction of waste in those areas. The timing and frequency of these meetings shall be determined by the committee.

7. SICK LEAVE

- (a) An employee who cannot attend for work because of personal illness or injury shall contact his or her supervisor or manager before the commencement of their shift, or if that is not possible, then at the earliest time thereafter.
- (b) An employee shall provide the Company with such evidence as the Company reasonably requires that he or she was unable, due to personal illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee shall provide to the Company a medical certificate of a duly qualified medical practitioner in order to be entitled to payment for sick leave claimed in the following circumstances:
- (i) where the absence is for three or more consecutive working days; or
 - (ii) where there is an absence on a working day either side of a public holiday.

Nothing in this subclause limits the rights of the Company under subclause (ii) above.

- (d) An employee shall not be entitled to single days of paid sick leave on more than three occasions in any one year unless he or she produces to the Company a medical certificate of a duly qualified medical practitioner for each occasion stating that he or she was unable to attend work on account of personal illness or injury.
- (e) An employee who has exhausted his or her entitlement to paid sick leave and who is then unable to attend for duty because of personal illness or injury shall produce to the Company a medical certificate of a duly qualified medical practitioner in respect of all such unpaid absences.



- (f) Where the total amount of sick leave for all employees employed under this agreement is reduced by a total of 75 days by 30 November 2000, the Company shall provide a Christmas hamper to each employee at the end of that year. This amount has been calculated on the basis of the total cost of providing Christmas hampers to all employees under this agreement and nothing less than 75 days will be considered by the Company. Subject to the outcome at the end of 2000, a similar formula will be devised by the Company in relation to any entitlement to Christmas hampers for the years 2001 and 2002.

8. ABANDONMENT OF EMPLOYMENT

An employee who is absent from work for five consecutive working days or more without the consent of the Company and who has not made contact with his or her supervisor or manager shall be deemed to have abandoned his or her employment and shall be paid entitlements up to and including the last day worked.

9. HOURS

(a) Working Hours

All employees at the site work a 38 hour week. Employees work 8½ hours a day (which includes a ½hour unpaid lunch break) for four (4) days each week and work 6 ½ hours (including a ½hour unpaid lunch break) for (1) one day each week.

(b) Starting Time

All employees (excepting those employees who are required to commence work at 5.00am) shall commence work at 6.00am and all employees will be at their work station on time ready to commence work.

(c) Leaving Work Station

No employee shall leave their work station without notifying the relevant supervisor first.

(d) Early Days

Where an employee who normally works beyond the finishing time on the early day intends to finish at the end of the shift, he/she shall give the relevant supervisor 24 hours' notice of their intention to do so.

10. OVERTIME

All employees are required to work reasonable overtime as and when required by the Company.



11. BREAKS

- (a) Smoke breaks shall be taken twice a day with one break of 5 minutes before the normal meal break and one break of five minutes after the meal break but before the finish of the shift. These employees must notify the relevant supervisor before taking the break and must keep the allocated area clean.
- (b) Employees who do not take a smoke break shall be entitled to a 10 minute break after the meal break but before the finish of the shift.
- (c) Note that within three years of the commencement of this Agreement, all sites will be designated No Smoking sites and at the end of the three year period, subclause (a) and (b) of this clause shall cease to have effect. Provided that it is recognised by the parties that if legislation comes into force before the expiration of three years banning smoking on the sites, subclause (a) and (b) of this clause shall cease to have effect at the time the legislation becomes effective.

12. CHANGE OF SHIFT

- (a) Where the Company requires or an employee seeks to change their shift (e.g. from afternoon shift to day shift), the employee will lose any entitlement to a shift allowance and revert to the same terms and conditions as other employees on that shift.
- (b) Provided that where the Company requires an employee to change shift, there shall first be consultation with all employees and discussions shall take place where all issues will be discussed before the employee changes shift.

13. CLOTHING

- (a) All employees are to change into and out the clothing provided to them by the Company immediately before and after each shift. This clothing is not to be worn to and from work.
- (b) When an employee ceases to work for the Company, all clothing provided by the Company is to be returned by an employee and where any item is not returned, the employee's final termination payment shall be reduced by the cost of replacement of such an item.

14. ANNUAL LEAVE

Except in exceptional circumstances, an employee requesting annual leave is required to give the Company one month's notice.

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15. WORK ON PUBLIC HOLIDAYS

It is normal practice for employees to work on many of the public holidays throughout the year. However, where an employee does not wish to work on a public holiday, he/she shall give the Company one weeks' notice by filling out a request for leave form on that day.

16. DRUGS AND ALCOHOL

It is a condition of employment that:

- no employee will be allowed to commence or continue work or remain on site while under the influence of alcohol or any illicit drugs; and
- no alcohol is to be consumed or drugs to be taken whilst at work.

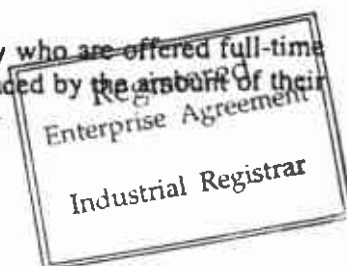
The Company's Drug and Alcohol Policy is attached to this Agreement as Appendix 1.

17. TRANSFER BETWEEN SITES

- (a) From time to time as a result of operational requirements, the Company may need to transfer employees from one site to another. Where such a transfer is to occur, the Company shall give the employee(s) at least two weeks' notice of the need to transfer.
- (b) An employee transferred shall suffer no loss of income as a result of the transfer e.g. an employee paid leading hand and shift allowances shall continue to be paid these allowances even where such allowances are no longer required to be paid to the employee. However, all other terms and conditions shall be in accordance with the site conditions applying at the new site.

18. PROBATIONARY EMPLOYMENT

- (a) New full-time (weekly) employees will be engaged for a probationary period of up to three (3) months during which time their performance will be assessed against appropriate criteria including required skills, capacity to learn, attendance, punctuality and attitude. If an employee is found to be unsatisfactory at any time during the probationary period, his or her employment will be terminated.
- (b) In the case of casual employees employed by the Company who are offered full-time (weekly) employment, the probationary period will be reduced by the amount of their casual employment.



19. MULTI-SKILLING

- (a) It is recognised by the parties to this agreement that given the size of the workforce and the deregulation of the dairy industry there is a need for some employees to be multi-skilled at the site.
- (b) A key element of multi-skilling is the upgrading and extension of these employees' skills and knowledge and the use of this acquired skill and knowledge within the employee's capacity. This will include training and working within an employee's designated award classification as well as training and working across other award classifications at the site. An employee's designated award classification (as contained in this agreement at Part B - Monetary Rates) is that classification for which the employee has been principally engaged and trained.
- (c) Where this multi-skilling occurs, an employee who for four hours or more (or three hours or more in the case of the short day of the week) on any one day or shift performs work functions continuously which are covered by an award classification with a higher rate of pay than the employee's designated award classification shall be paid the higher rate for such day or shift.

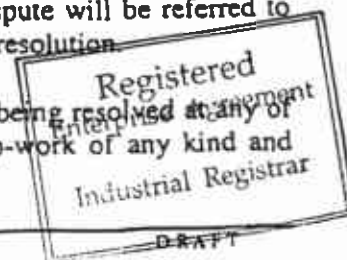
20. CONSULTATIVE COMMITTEE

A consultative committee shall be established at the site consisting of the union delegate, co-delegate and the General Manager. The committee shall meet regularly for the purpose of discussing day-to-day issues arising at the site.

21. SETTLEMENT OF DISPUTES

In order to maintain and further enhance the good relationship that exists between employees and the Company, where any problem, grievance, complaint, query or misunderstanding ("the matter") arises with an individual employee or group of employees, the following provisions shall apply:

- (a) The matter shall first be discussed with the consultative committee. The consultative committee shall make every effort to respond within 24 hours.
- (b) If the matter cannot be resolved at the previous level, the union organiser and/or union secretary shall attempt to resolve the matter with the General Manager. The General Manager shall make every effort to respond within 24 hours.
- (c) If the matter cannot be resolved at the previous level, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (d) It is a condition of this agreement that while a matter is still being resolved at any of the above levels, there shall be no bans, limitations or stop-work of any kind and normal work will continue.



22. DURATION OF AGREEMENT

- (a) This agreement shall commence on the date of ratification and shall remain in force until 27 November 2002 and the parties to this agreement will commence discussions in relation to a new agreement at this time.
- (b) It is recognised by the parties to this agreement that the decision to enter into a new agreement shall be based upon an assessment of the Company's financial and competitive position in the deregulated dairy industry at the time of those discussions for a new agreement.



**PART B - MONETARY RATES
TABLE 1 - RATES OF PAY**

Classification	Column 1 Rate of Pay First Full Pay Period on or after date of signing \$	Column 2 Rate of Pay First Full Pay Period on or after 27/6/2000 \$	Column 3 Rate of Pay First Full Pay Period on or after 27/1/2001 \$	Column 4 Rate of Pay First Full Pay Period on or after 27/8/2001 \$	Column 5 Rate of Pay First Full Pay Period on or after 27/3/2002 \$	Column 6 Rate of Pay First Full Pay Period on or after 27/11/2002 \$
Division A: Production Section						
Production Assistant	500.60	513.11	520.81	531.22	541.85	552.68
Plant Operator 1	512.19	525.00	532.87	543.53	554.40	565.49
Plant Operator 2	528.04	541.24	549.36	560.35	571.56	582.99
Plant Operator 3	551.34	565.12	573.60	585.07	596.77	608.71
Division B: Transport Section						
Milk carter on rounds	547.09	560.76	569.18	580.56	592.17	604.01
Relief Milk Carter	550.05	563.80	572.25	583.70	595.37	607.28
Relief Motor Wagon Driver	558.80	572.77	581.36	592.99	604.85	616.94
Fork Lift Driver	546.96	560.64	569.05	580.43	592.04	603.88
Tanker Driver - 15, 911 litres capacity or more	581.27	595.80	604.74	616.83	629.17	641.75
Tanker Driver grader (a) under 15, 911 litres capacity	566.72	580.89	589.60	601.40	613.42	625.69
(b) From 15, 911 litres capacity	584.82	599.44	608.43	620.60	633.01	645.67
Drivers of motor wagons having a manufacturer's gross vehicle mass in tonnes:	558.44	572.40	580.99	592.61	604.46	616.55
(a) up to 13,948	560.68	574.70	583.32	594.99	606.89	619.03
(b) over 13,948 and up to 15,468	561.99	576.04	584.68	596.37	608.30	620.47
(c) over 15,468 and up to 16,919	563.17	577.25	585.91	597.63	609.58	621.77
(d) over 16,919 and up to 18,371	565.07	579.20	587.88	599.64	611.64	623.87
(e) over 18,371 and up to 19,731	566.13	580.28	588.99	600.77	612.78	625.04
(f) over 19,731 and up to 21,092	568.50	582.71	591.45	603.28	615.34	627.65
(g) over 21,092						

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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	316.07	323.97	328.83	335.41	342.11	348.96
At 18 and under 19 years of age	375.63	385.02	390.79	398.61	406.58	414.71
At 19 and under 20 years of age	410.52	420.78	427.09	435.64	444.35	453.24
At 20 and under 21 years of age	429.33	440.06	446.66	455.60	464.71	474.00
(b) The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee as follows:						
Under 18 years of age	326.00	334.15	339.16	345.95	352.87	359.92
At 18 and under 19 years of age	367.23	376.41	382.06	389.70	397.49	405.44
At 19 and under 20 years of age	413.83	424.18	430.54	439.15	447.94	456.90
At 20 and under 21 years of age	456.83	468.25	475.27	484.78	494.47	504.36


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TABLE 2 - ALLOWANCES

Classification	Column 1 Rate of Pay First Full Pay Period on or after date of signing \$	Column 2 Rate of Pay First Full Pay Period on or after 27/6/2000 \$	Column 3 Rate of Pay First Full Pay Period on or after 27/1/2001 \$	Column 4 Rate of Pay First Full Pay Period on or after 27/8/2001 \$	Column 5 Rate of Pay First Full Pay Period on or after 27/3/2002 \$	Column 6 Rate of Pay First Full Pay Period on or after 27/11/2002 \$
Allowance						
Leading Hand In charge of more than 2 but less than 10 employees	17.27	17.70	17.97	18.33	18.69	19.07
In charge of more than 10 employees	22.12	22.68	23.02	23.48	23.95	24.43
Charge Hands per day	4.75	4.87	4.95	5.04	5.14	5.25
First-Aid	11.01	11.28	11.45	11.68	11.91	12.15
Forklift Drivers loading and/or unloading trailers per week	5.92	6.06	6.15	6.28	6.40	6.53
Vendor Vehicles per day	2.38	2.44	2.47	2.52	2.57	2.62
TAFE Diploma/Advanced Certificate	14.67	15.03	15.26	15.57	15.88	16.19
Cargo Depots cold temperatures per hour	0.42	0.43	0.44	0.44	0.45	0.46
Entire shift fully enclosed Refrigerated Warehouse/Distribution Depot per hour	0.42	0.43	0.44	0.44	0.45	0.46
Articulated Vehicles Where the semi-trailer has a single axle	28.15	28.86	29.29	29.87	30.47	31.08
Where the semi-trailer has two axles	34.77	35.64	36.18	36.90	37.64	38.39
Where the semi-trailer has more than two axles	40.58	41.59	42.21	43.06	43.92	44.80
Meal Allowance	7.80	8.00	8.12	8.28	8.45	8.61
Shift Allowances						
Morning Shift per shift	7.73	7.92	8.04	8.20	8.37	8.54
Afternoon Shift per shift	10.14	10.39	10.55	10.76	10.97	11.19
Night Shift per shift	12.77	13.09	13.29	13.55	13.82	14.10
Permanent Afternoon/Night Shift per shift extra	2.69	2.76	2.80	2.86	2.91	2.97



SIGNED FOR AND ON BEHALF OF)
PERFECTION DAIRIES PTY LTD)
(ACN 000 691 396))



.....
(Signature)

S. C. LESTER
.....
(Name in Full)

.....
(Witness)

.....
(Witness Name in Full)

SIGNED FOR AND ON BEHALF OF)
THE TRANSPORT WORKERS UNION)
OF AUSTRALIA (NSW BRANCH))


.....
(Signature)

A. V. Shelton
.....
(Name in Full)

.....
(Witness)

.....
(Witness Name in Full)



APPENDIX 1

POLICY

PERFECTION DAIRIES PTY LTD

ALCOHOL AND DRUGS

Within Perfection Dairies Pty Ltd our objective is to provide the highest possible standard in Health and Safety as outlined in our **Occupational Health and Safety Policy**.

No person shall be allowed to be affected by any alcoholic beverage or non-prescribed drug during working hours. An employee who is dangerously affected by alcohol and/or any other drug will not be allowed to return to work until he/she is unaffected, ie, deemed fit to safely do the job.

If an employee is affected by alcohol or any other drug and is sent home to recover, as soon as deemed appropriate, discussions with the employee will take place to determine the appropriate Counselling/Treatment and/or possible resultant grievance measures.

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