

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/33

TITLE: Dairy Farmers Tamworth Production Enterprise Agreement 2000

I.R.C. NO: 2000/2852

DATE APPROVED/COMMENCEMENT: 11 July 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 2 March 2001

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Butter, Cheese and Bacon Factories etc., (Newcastle and Northern) Award at the Tamworth site

PARTIES: , Australian Co-Operative Foods Pty Ltd (A Division of Dairy Farmers) -&- Tammeiko Abra, Vanessa Abra, James Anderson, Tony Bannister, Ian Belford, Lynnette Brand, Owen Bree, April Brennan, Phillip Button, Tracey Campbell, James Cavanagh, Clair Chaffer, Cherylanne Chisholm, Raymond Christian, Reginald Collier, Evelyn Craig, Belinda Disher, Dale Donald, Rebecca Edmonds, Richard Edmonds, Suzanne Edmonds, Kerrie Fields, John Foad, Marie Fogarty, Craig Foody, Graham Foot, Sharon Foot, Jeremy Forlong, Simone George, Colin Goman, Glen Goman, Shane Harris, Debbie Hayman, John Hayman, Debra Heywood, Matthew Hickey, Trevor Hollis, Jason Jones, Ruth Kenny, Michael King, Janette Lee, Lorraine Lee, Tracey Liddle, Odette Macrae, Wayne Magann, Jennifer Mann, Matthew Marsh, Melia McCluand, Anne Michie, Grant Minett, Anne Mountain, Margaret Mountain, Troy Mountain, Bettyanne Mulligan, Steven Murison, Kim Myers, Brett Nethery, Samantha Newman, Michelle Nipsalla, Nola Peterson, Michael Porter, David Potts, Robyn Pullen, Michelle Reynolds, Donna Rushbrook, Ae Sayabath, Dorothy Scharkie, Bonnie Seagrott, Delwyne Secomb, Kathy Sheridan, Jason Simon, Kerrie Smallwood, Kellie Summers, Debra Sydenham, Malcolm Turnbull, Jason Walden, Kim Wales, Debbie Walsh, Robert Watson, Roslyn Wayte, Philip White, Carolyn Williams, Kim Yates



Dairy Farmers Tamworth Production Enterprise Agreement 2000

1. Parties, Area & Incidence

This Agreement is made between Australian Co-operative Foods Limited (trading in New South Wales as and herein called Dairy Farmers) and its employees engaged under the Butter, Cheese and Bacon Factories etc., (Newcastle and Northern) Award at its Tamworth site (excluding Rural Trading employees and employees engaged in Country Stores) in the classifications set out in Appendix A to this Agreement.

2. Supersession of Previous Enterprise Agreements/Awards

Except as provided by subclause 3(ii), this Agreement supersedes all awards and agreements which would otherwise apply to employees bound by this Agreement.

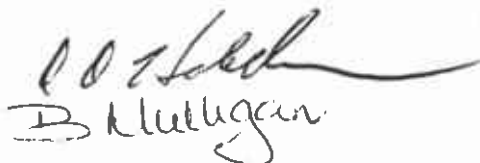
3. Rates of Pay and Relationship to Award

(i) Dairy Farmers will increase the current ordinary time rates as follows:

- (a) To the rates shown in Column 1 of Appendix A from date of approval
- (b) 2.5% from the first pay period on or after 27 June 2000
- (c) 1.5% from the first pay period on or after 27 January 2001
- (d) 2.0% from the first pay period on or after 27 August 2001
- (e) 2.0% from the first pay period on or after 27 March 2002
- (f) 2.0% from the first pay period on or after 27 November 2002

The new ordinary time rates of pay are detailed in Appendix A.

(ii) The award 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 are inconsistent with 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 43 of the Act.


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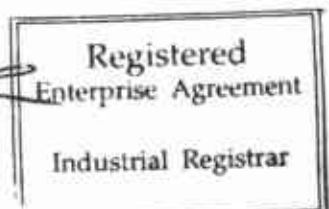
4. Classification Definitions

The following classification definitions shall replace definitions at subclauses (x) to (xiv) of Clause 2 Definitions and Clause 7 Work to be Performed of the Butter, Cheese and Bacon Factories etc., (Newcastle and Northern) Award.

- (i) Production Assistant – An employee appointed by Dairy Farmers to this grade shall be required to perform any one or more of the functions within this grade:
 - (a) General Hand
 - (b) General Hand – Laboratory engaged in a laboratory washing bottles, labelling containers for samples and performing general cleaning duties
 - (c) Packer cutting product by wire for bulk packing, feeding product into packing machine, weighing, wrapping in bulk, boxing in bulk, ramming, handling finished product into storeroom and stacking and unstacking in storeroom
 - (d) Gardener
 - (e) Employee responsible for cleanliness of plant and factory.
 - (f) Machine Operator
- (ii) Plant Operator Grade 1 – An employee appointed by Dairy Farmers to this grade shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Production Assistant.
 - (a) Storeperson
 - (b) Freezing Room Employee employed in a freezing room to handle ice-cream and other frozen products into freezing room for storage and/or to remove those products from freezing room for delivery
 - (c) Operator Carton or Bottling Machine
 - (d) Tally Record and Despatch Hand (Plants and Depots)
 - (e) Special By-product Machine Operator
 - (f) Evaporator Operator (Single Effect)
 - (g) Mix Maker
 - (h) Ice Cream Machine Operator
 - (i) Head Packer
 - (j) Milk Drier Operator (Roller)
 - (k) Milk and Cream Tester determining by any test the purity and fat content of milk and/or cream
 - (l) Pasteuriser and/or Cooler and/or Tanker Flowmeter Operator
 - (m) Spray Milk Drier Operator's Assistant
 - (n) Cultured Product Maker responsible for mixing and culturing product, measuring PH and controlling hot and cold water and directly controlling the process

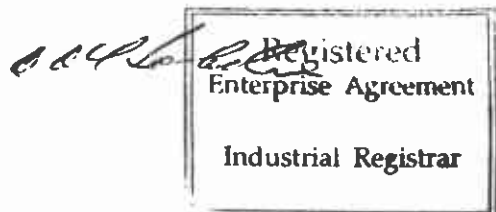
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- (iii) Plant Operator Grade 2 – An employee appointed by Dairy Farmers to this grade shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Plant Operator Grade 1 and Production Assistant.
- (a) Laboratory Operator
 - (b) Storeperson in Charge responsible for store and records and/or purchasing replacements and/or in charge of other employees in the store
 - (c) Milk Drier Operator (Spray)
 - (d) Assistant Cheesemaker
 - (e) Milk and Cream Grader determining by sight, scent, taste or other means the quality or grade of milk and/or cream
 - (f) Multi-Function Pasteuriser Operator I directly responsible for the receipt and preparation of milk ready for further product processing and responsible for some basic analytical testing as is required by recognised industry standards
 - (g) Mix Maker responsible for and certified to operate a Multi-Function Pasteuriser
- (iv) Plant Operator Grade 3 – An employee appointed by Dairy Farmers to this grade shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained under Plant Operator Grade 2, Plant Operator Grade 1 and Production Assistant.
- (a) Control Room Operator responsible for co-ordinating product processing, ensuring ingredients and products are available to meet production schedules, liaising with laboratory on product formulations and approvals
 - (b) Multi-Function Pasteuriser Operator II directly responsible for the receipt and preparation of milk ready for further product processing and responsible for the full range of chemical analysis of product as is required by recognised industry standards
 - (c) Laboratory Operator responsible for regularly performing at least one half of the laboratory's operations
 - (d) Cheesemaker directly controlling the processes of the manufacture of cheese and who performs and/or directly supervises the addition of ingredients to milk, setting and cutting and making of tests
 - (e) Evaporator Operator (Multiple Effect)
 - (f) Butter or Butter Oil Maker directly controlling the processes of the manufacture of butter and who performs and/or directly supervises the actual process of manufacture after buttermilk has been drained from the churn

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- (g) Senior Operator responsible for advanced packaging, processing, intake and cleaning functions as determined by Dairy Farmers
- (v) Junior Labour
 - (a) Junior Laboratory Employee
 - (b) A youth required to perform any other duties for which a classification is provided in subclauses (i) to (iv) of this clause shall be paid the weekly rate of pay prescribed for such class of work
- (vi) Forklift Operator
- (vii) Foreperson
- (viii) Tanker Driver Grader
 - (a) under 15,911 litres capacity
 - (b) from 15,911 litres capacity

5. Allowances

The following allowances shall be the only allowances payable to production, distribution and stores employees during the term of this Agreement and shall replace all allowances specified at Clause 4 Meal Breaks, Clause 5 Wages, Clause 6 Shift Allowances for Shift Workers, Clause 9 Working in Cold Temperatures and Clause 25 Laundry Allowance of the Butter Cheese and Bacon Factories etc., (Newcastle and Northern) Award.

- (a) Leading Hand allowance shall be paid to employees employed as leading hands in addition to the appropriate rates of pay prescribed by this Agreement. This subclause shall not apply to an employee classified and paid as a Head Packer (unless such employee is in charge of other than Packers), Foreperson or Storeperson in Charge.
- (b) An employee (excluding a Foreperson) who, for 2 hours or more any day, is required to take charge of a depot or is made responsible by Dairy Farmers for the overall output of a production or transport shift or section or multi-disciplinary work team shall be paid the Charge Hand allowance.
- (c) First-aid allowance shall be paid to an employee appointed by Dairy Farmers to carry out first-aid duties.
- (d) Forklift drivers engaged in the loading and/or unloading of trailers shall be paid a weekly allowance.
- (e) Vendor Vehicle allowance shall be paid to production employees required to move vendors' vehicles.
- (f) An allowance shall be paid to any employee who possesses a relevant TAFE Advanced Certificate or Associate Diploma.
- (g) A Cold Room allowance shall be paid to employees required to perform their entire shift within a fully enclosed refrigerated warehouse or fully enclosed refrigerated distribution centre where temperatures are artificially reduced below 5 degrees Celsius.

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- (h) A Freezing Room allowance shall be paid to any employee for every hour or part of an hour during which he/she is working in a freezing room.
- (i) Shift allowances shall be paid to an employee working early morning, afternoon, night or permanent afternoon or permanent night shift as defined at Clause 6 Shift Allowances for Shift Workers of the Butter, Cheese and Bacon Factories (Newcastle and Northern) Award.
- (j) Meal Allowance shall be paid to an employee who has not been notified on the immediately preceding working day that he/she shall be required to work overtime on any day for more than two hours and who is not provided with a meal by Dairy Farmers. Meal allowance shall be paid to an employee who has provided himself/herself with a meal after having been so notified and who then is not required to work after the normal ceasing time. A meal need not be provided nor payment made in lieu thereof if the employee is permitted to return to his/her home for the meal in question and he/she can reasonably do so.
- (k) Where an employee is required to wear a uniform it shall be provided by Dairy Farmers. The uniform shall be laundered at Dairy Farmers' expense, or alternatively, a Laundry Allowance shall be paid to the employee.
- (l) Axle Loading shall be paid to a driver of scammels, semi-articulated vehicles or a driver of a vehicle with a trailer attached.

The monetary rates for allowances arising from this clause are set out in Appendix B to this Agreement.

6. Income Protection

- (i) Dairy Farmers will take out a Group Personal Accident and Sickness Insurance policy (Income Protection) for all employees covered by this Agreement. This policy will initially be brokered by Chifley Insurance Brokers. (Policy number).
- (ii) The introduction of Income Protection, which has an initial premium cost equivalent to 1.48% of gross earnings of employees covered by this Agreement, is in addition to the increases in ordinary time rates detailed at Appendix A of this Agreement.
- (iii) It is an agreed principle that an employee cannot "double dip" on Income Protection and any other wage and leave entitlement payable by Dairy Farmers after the waiting period for an approved claim, i.e. an employee cannot receive both Income Protection payments and annual leave, long service leave, sick leave, RDO's or workers compensation payments (excluding workers compensation top up).

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- (iv) Annual Leave, long service leave, sick leave or RDO's paid by Dairy Farmers to an employee after the waiting period as defined in the policy for an approved claim, will be recredited to the employee's appropriate leave balance by prior deduction by Dairy Farmers of the relevant amount from Income Protection claim payments received by Dairy Farmers for the employee. Where the employee has ceased employment, the Insurer will deduct the relevant amount as advised by Dairy Farmers from Income Protection claim payments and remit the amount to Dairy Farmers.
- (v) Nothing in this clause is intended to affect the right of Dairy Farmers or an employee to terminate employment.
- (vi) Any future premium increases will be discounted against the rates of pay prescribed by this Agreement from the date of the premium increase.

7. Objectives

The objectives on the Tamworth site 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 individual performance goals developed in consultation with employees.
- 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 Dairy Farmers and the job opportunities of employees on the site.

8. Productivity:

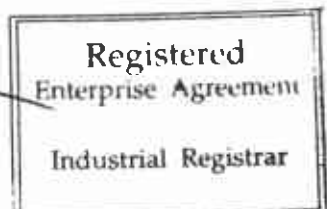
All employees will support and actively co-operate in all formal and informal improvement programs which increase productivity, efficiency and flexibility and reduce costs on the site.

9. Quality Through Commitment (QTC)

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

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- Active employee participation in QTC teams.
- The identification of best practice in the key areas of site operations and the continuing implementation of workplace reform to achieve best practice.
- The development of work organisation structures which are more flexible and efficient.
- 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.

10. Good Manufacturing Practices

All employees on the site are committed to following Good Manufacturing Practices covering safety, quality, hygiene, housekeeping, cleanliness, appearance, procedures, responsibility, identification and maintenance.

11. Multi-Skilling

All employees on the site agree to continue their positive co-operation in becoming multi-skilled in order to maximise the productivity on the site.

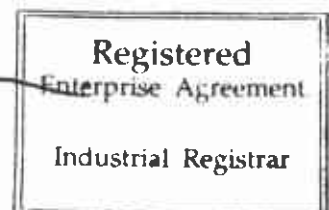
A key element of multi-skilling is the upgrading and extension of every employee's skills and knowledge and using those skills acquired within each employee's capacity. This includes training and working within the normal functions applicable to the employee's designated award together with training and working across other award functions on the site. An employee's designated award is determined by those award functions for which the employee has principally been engaged and trained.

An employee who for four hours or more 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. The foregoing mixed functions provision which applies across awards has no application to the mixed functions provisions which continue to apply within awards.

Normal functions applicable to employees covered by the award listed in Appendix A include performance of minor machine adjustments, simple running repairs to machines, non-trades mechanical and building maintenance and electrical work.

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It is accepted that other employees on the site not covered by this Agreement will perform limited production and distribution work for maintenance purposes.

Multi-skilling recognises that competency and safety should be the main factors which determine how work is performed. Central to this recognition is that there are no demarcations of any sort on the site provided employees are properly trained and qualified for the work tasks required of them.

It is paramount that multi-skilling should not be used in any way which places at risk the health and safety of any employees. In particular no employee can perform any work which he/she is not legally qualified to perform.

12. Payment by E.F.T.

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

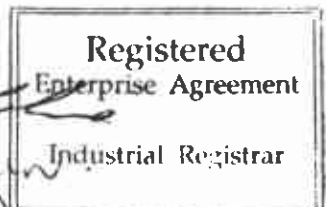
13. Hours of Work for Full-time Weekly Employees Only

- (i) 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 continue or be implemented upon making of this Agreement. A variety of the following working patterns may be implemented in different sections or departments of the site as appropriate. Dairy Farmers shall not alter the roster of an employee's ordinary hours of work without giving at least 7 days notice, provided that an employee and Dairy Farmers may agree to a notice period of not less than 24 hours.
- (ii) 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.
- (iii) Systems of working the 38 hour week

(a) Rostered Day Off (RDO) System

By employees working an average of 38 hours per week where each day worked consists of 8 ordinary hours of which 0.4 ordinary hours is banked to an RDO bank.

An individual employee may exercise freedom of choice to utilise their RDO bank as follows:



- (1) By an employee electing to take RDO's as leisure days. An RDO taken as a leisure day uses 7.6 hours from the employee's RDO bank.
- (2) By an employee electing not to take RDO's as leisure days and instead receiving payment of their full RDO bank accrual at 30th June each year.
- (3) By an employee electing not to take RDO's as leisure days and instead receiving payment for their full RDO bank each pay week .
- (4) An employee's election for option (1) (2) or (3) above must be made within two weeks of commencing employment. An election once having been made shall not be changed other than at 1st July each year except through unforeseen circumstances. An employee is entitled to consult with their Union Delegate both prior to making their initial election and when considering any subsequent change of election.
- (5) An employee who elects to receive payments instead of taking RDO's as leisure days shall not have these payments included for the purposes of calculation of annual and long service leave entitlements, i.e. RDO payments do not form part of the ordinary pay of the employee.
- (6) An employee who elects to utilise their RDO bank as described in (1) or (2) above may request that the full RDO bank be paid to him or her at any time during the year.
- (7) An employee who elects to utilise their RDO bank as described in (1) above will be paid for the value of any banked RDO hours in excess of 6 days (45.6 hours) at 30th June each year.

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

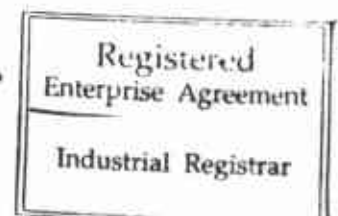
(b) Fixed Hours System

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.

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- 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.

The working of a Fixed Hours System is subject to the agreement of Dairy Farmers and the majority of employees in the section or sections or department concerned.

14. Starting and Finishing Times

Starting and finishing times on the site may be staggered to meet operational requirements. All employees are required to be at their workstation ready to commence work at shift starting time. Employees unable to commence work at their normal starting time will notify their Supervisor or Manager with as much notice as possible prior to the commencement of the shift.

15. Probationary Period

New weekly employees will be engaged for a probationary period of up to three months during which their performance will be evaluated against appropriate criteria including required skills, capacity to learn, attendance, punctuality and attitude. Should an employee be found to be unsatisfactory during the probationary period, his or her employment will be terminated. In the case of casuals who are offered weekly employment, the probationary period will be reduced by the amount of their casual employment.

16. Abandonment of Employment

An employee who is absent from work for five consecutive working days or more without the consent of Dairy Farmers 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.

17. Casual Employment

The use of casual labour will be at Dairy Farmers discretion as necessary to meet operating requirements. This provision will not be used by Dairy Farmers to casualise full-time weekly positions.

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18. Induction

Induction Leaders at each site will introduce new Dairy Farmers employees to an appropriate, accredited Union Delegate.

19. Sick Leave

- (i) An employee who cannot attend work because of personal illness or injury shall contact his or her Supervisor or Manager with as much notice as possible prior to the commencement of shift, or if that is not possible then at the earliest time thereafter.
- (ii) An employee shall furnish to Dairy Farmers such evidence as Dairy Farmers reasonably requires that he or she was unable, by reason of illness or injury, to attend for duty on the day or days for which paid sick leave is claimed.
- (iii) An employee shall furnish to Dairy Farmers a certificate of a duly qualified medical practitioner in order to be entitled to payment for sick leave claimed in the following circumstances:
 - (a) Where the absence is three or more consecutive working days,
 - or
 - (b) Where there is an absence on a rostered working day either side of a public holiday or either side of a rostered day off or rostered days off.

Nothing in this subclause limits Dairy Farmers rights under subclause (ii).

- (iv) An employee will not be entitled to single days of paid sick leave on more than three occasions in any year unless he or she produces to Dairy Farmers a doctor's certificate for each occasion stating that he or she was unable to attend work on account of personal illness or injury.
- (v) 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 furnish to Dairy Farmers a certificate of a duly qualified medical practitioner in respect of all such unpaid absences.

20. No Smoking

Smoking is not permitted on any Dairy Farmers site except in designated areas. Non-smoking signs and regulations must be observed at all times, including times when production is not taking place. Smoking is only permitted during meal/crib breaks and official rest breaks.

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21. Alcohol and Drugs

The consumption of alcohol or other drugs (excepting medication prescribed for an employee by a registered medical practitioner) during working time (including during meal and other breaks) is an unacceptable safety risk and is not permitted.

22. Workplace Video Surveillance

Video cameras may be installed on the site to ensure the security of employees, protection of Dairy Farmers investment and surveillance of external perimeters in accordance with the Workplace Video Surveillance Act 1998 (NSW). Dairy Farmers will consult with the Union Delegate and employees in the section or sections concerned prior to the installation of overt video surveillance.

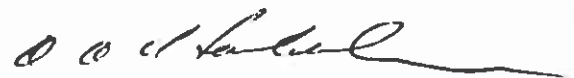
23. Employee Training & Skill Development

- (i) The parties to this Agreement recognise that in order to ensure the efficiency, productivity and international competitiveness of Dairy Farmers, an ongoing commitment to structured training and skill development is required. Accordingly, the parties commit themselves to developing a highly skilled and flexible workforce and providing career opportunities through appropriate structured training.
- (ii) Training and skill development courses are trade, technical, vocational and other courses required by Dairy Farmers and conducted by accredited educational institutions and providers.
- (iii) Wherever practicable required training and skill development courses will be carried out during normal working time.
- (iv) This clause does not apply to employees undertaking further education in their own time as part of their personal career development plans under the Dairy Farmers Self Education Assistance Policy, or employees voluntarily undertaking programs in their own time at a Dairy Farmers Learning Centre.

24. KPI'S

During the term of this Agreement, the parties will establish agreed key performance indicators (KPI's) on operational performance at the site consistent with best practice principles. The parties are committed to the process of continuous improvement and service excellence and will use the agreed KPI's as a means of measuring what has been achieved and setting targets for further improvements.

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25. Documentation

The parties agree that, during the term of this Agreement, they will work towards developing a single document that reflects the provisions of this Agreement and the Butter, Cheese and Bacon Factories etc., (Newcastle and Northern) Award and will make application to the Industrial Relations Commission of New South Wales to formally replace this Agreement and the Butter, Cheese and Bacon Factories etc., (Newcastle and Northern) Award with a new award or enterprise agreement reflecting that agreed document.

26. Superannuation

Dairy Farmers agrees to meet its obligations flowing from the Superannuation Guarantee Legislation by making contributions on behalf of its employees as follows:

(a) Weekly Full-time and Weekly Part-time Employees

The employee has the choice between the Dairy Farmers Superannuation Plan and ASSET.

(b) Casual Employees

All contributions will be paid to ASSET.

In respect of Superannuation, this clause supersedes all previous awards, enterprise agreements and former industrial agreements.

27. Labour Hire

Dairy Farmers will request that employees of Labour Hire companies working at Dairy Farmers sites who are performing work described by the classifications in this Agreement will be paid the appropriate rates of pay prescribed by this Agreement.

28. Working Arrangements

An employee requested to work overtime in order to complete production will do so except in cases of pressing domestic necessity.

29. Sunday Shift Work

Rostered shift workers under the Butter, Cheese and Bacon Factories etc, (Newcastle and Northern) Award working an ordinary shift on Sunday shall be paid at the rate of time and three-quarters; provided that all time in excess of eight hours shall be paid for at double time.

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30. Redundancy

- (i) This clause applies to weekly employees (excluding weekly employees engaged for a specified period of time or for a specified task or tasks). It has no application to casual employees.
- (ii) This clause operates if Dairy Farmers no longer wishes the job an employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and if the employee has not refused to transfer to new or other duties. The parties agree that there is a positive obligation upon an employee to not unreasonably refuse to accept transfer, reclassification, re-location and the obligation to retrain in the interest of continuing employment.
- (iii) A redundant employee will receive the benefits under this clause if they remain employed until the date of termination advised by Dairy Farmers and if their employment does not terminate on or prior to the advised termination date due to misconduct, abandonment of employment, retirement, prolonged absenteeism, neglect or refusal of duty or voluntary resignation by the employee for any reason.
- (iv) Dairy Farmers will decide the order of redundancy giving due consideration to the capabilities, knowledge and experience of employees assessed against the requirements of the business.
- (v) "Weeks Pay" in this clause means the ordinary time rate of pay for the employee concerned excluding overtime, shift work and other payments and allowances.
- (vi) Redundancy benefits are as follows:
 - (a) Four (4) weeks notice or pay in lieu if notice is not given provided that employment may be terminated by part of the period of notice and part payment in lieu thereof. The period of notice or pay in lieu of notice is increased to five (5) weeks if the employee is over 45 years old and has completed more than five years continuous service;
 - (b) A severance payment based on four (4) weeks pay for each completed year of continuous service provided the maximum severance payment will not exceed 56 weeks pay;
 - (c) Payment for all unused sick leave entitlements;
 - (d) Pro-rata long service leave with no minimum service requirement;
 - (e) Payment for annual leave loading on all accrued annual leave, including pro-rata;
 - (f) A written statement of service containing details of the service and reason for termination.

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31. Nominal Term

This Agreement comes into force upon approval by the Commission and expires on 27th November 2002. The Agreement may be varied or terminated in accordance with the NSW Industrial Relations Act.

32. Declaration

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

33. No Extra Claims

The parties to this Agreement acknowledge that no extra claims will be made during the term of this Agreement.

34. Settlement of Disputes

To promote good industrial relations between employees on the site and Dairy Farmers, the following procedure will be observed:

- (i) Where any problem, complaint, query, misunderstanding, or grievance arises, the matter shall first be raised with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.
- (ii) In the event that the matter remains unresolved, the Union Delegate will attempt to resolve the matter with the Manager of the work area. The Manager will make every effort to respond within 24 hours.
- (iii) In the event of failure to resolve the matter at job level, discussion will take place between a Union Organiser and a Senior Manager on each site.
- (iv) If the matter is still unresolved, the Union Secretary or his/her representative will confer with Senior Management of Dairy Farmers.
- (v) In the event of no agreement still being reached, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (vi) Normal work must continue under this Agreement and the award listed at Appendix A and no bans or industrial action of any kind shall take place whilst this procedure is being followed.

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APPENDIX A

**BUTTER, CHEESE AND BACON FACTORIES ETC.,
(NEWCASTLE & NORTHERN) AWARD**

ORDINARY TIME RATES OF PAY - TAMWORTH

Classification	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	First pay period on or after:					
	Approval	27.6.00	27.1.01	27.8.01	27.3.02	27.11.02
Production Assistant	493.20	505.50	513.10	523.40	533.99	544.50
Plant Operator Grade 1	504.70	517.30	525.00	535.50	546.20	557.20
Plant Operator Grade 2	520.30	533.30	541.30	552.10	563.20	574.40
Plant Operator Grade 3	543.20	556.80	565.20	576.50	588.00	599.80
Foreperson	603.00	618.10	627.30	639.90	652.70	665.70
Forklift Driver	538.90	552.40	560.70	571.90	583.30	595.00
Tanker driver grader						
a) Under 15,911 litres capacity	558.40	572.30	580.90	592.60	604.40	616.50
b) From 15,911 litres capacity	576.20	590.60	599.50	611.50	623.70	636.20
Junior Laboratory Employee						
Under 18 years of age	321.20	329.20	334.15	340.85	347.65	354.65
At 18 & under 19 years of age	361.85	370.85	376.45	383.95	391.65	399.50
At 19 & under 20 years of age	407.75	417.95	424.20	432.70	441.35	450.15
At 20 & under 21 years of age	450.10	461.35	68.30	477.65	487.20	496.95



B Mulligan

D. A. Nichol

APPENDIX B

**BUTTER, CHEESE AND BACON FACTORIES ETC.,
(NEWCASTLE & NORTHERN) AWARD**

ALLOWANCES - TAMWORTH

Allowance		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
		Approval	27.6.00	27.1.01	27.8.01	27.3.02	27.11.02
(i)	Leading Hand Per week						
	In charge of 2-10	17.01	17.44	17.70	18.06	18.42	18.79
	In charge of more than 10	21.80	22.34	22.68	23.13	23.59	24.07
(ii)	Charge hand per day	4.68	4.80	4.87	4.97	5.07	5.17
(iii)	First Aid per week	10.84	11.12	11.28	11.51	11.74	11.97
(iv)	Forklift loading/ unloading per week	5.83	5.97	6.06	6.19	6.31	6.44
(v)	Vendor Vehicles per day	2.34	2.40	2.44	2.48	2.53	2.58
(vi)	Relevant Advanced Certificate/Diploma per week	14.45	14.81	15.04	15.34	15.64	15.95
(vii)	Cold room per hour	0.41	0.42	0.43	0.44	0.45	0.45
(viii)	Freezing room per hour	0.88	0.91	0.92	0.94	0.96	0.98
(ix)	Shift per shift						
	Early morning shift	7.62	7.81	7.93	8.08	8.25	8.41
	Afternoon shift	9.99	10.24	10.39	10.60	10.81	11.03
	Night shift	12.58	12.90	13.09	13.35	13.62	13.89
	Permanent afternoon/ night shift per shift extra	2.65	2.72	2.76	2.82	2.87	2.93
(x)	Meal	7.69	7.88	8.00	8.16	8.32	8.49
(xi)	Laundry per week	5.36	5.49	5.57	5.68	5.80	5.91
(xii)	Axle Loading per week						
	Where the semi-trailer has a single axle	27.74	28.43	28.86	29.44	30.02	30.62
	Where the semi-trailer has two axles	34.26	35.12	35.64	36.36	37.08	37.82
	Where the semi-trailer has more than two axles	39.98	40.98	41.59	42.42	43.27	44.14



B Mulligan

[Signature]

SIGNED on behalf of AUSTRALIAN CO-OPERATIVE FOODS LIMITED

W. Crawford
.....
SIGNED

1.6.00
.....
DATE

SIGNED on behalf of the EMPLOYEES

P. Hald
.....
SIGNED

16.6.00
.....
DATE

B. Mulligan
.....
SIGNED

16-6-00
.....
DATE



B. Mulligan . P. Hald