

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/263

TITLE: National Foods Milk Limited North Rocks Distribution Centre
Operations Agreement 2000-2002

I.R.C. NO: IRC00/1967

DATE APPROVED/COMMENCEMENT: 7 July 2000/1 March 2000

TERM: 28 February 2002

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 30 August 2002

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees in the distribution warehouse covered by the Milk Treatment, &., and Distribution (State) Award.

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



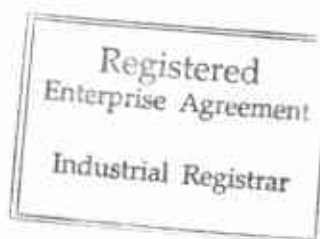
NATIONAL FOODS MILK LIMITED NORTH ROCKS DISTRIBUTION CENTRE OPERATIONS AGREEMENT 2000 - 2002

1. TITLE

This agreement shall be known as the "National Foods Milk Limited North Rocks Distribution Centre Operations Agreement 2000-2002" ("the agreement").

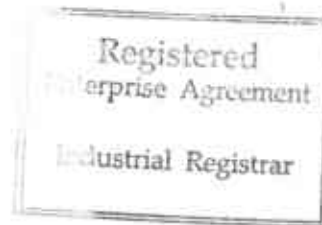
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3. INCIDENCE AND PARTIES BOUND

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 North Rocks facility at 11 Loyalty Road, North Rocks ("the site") engaged in the distribution of milk and related products.



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 quarterly. 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 the Site Manager.

The committee will contain four elected members drawn from employees covered by this agreement and up to four management representatives. A quorum of two 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. **CONTINUITY OF OPERATIONS**

It is recognised that employees and the union may from time to time have grievances or claims that they may wish to pursue with the company. It is agreed that such issues will be resolved in accordance with the following procedures without disruption to customer service or operations.

- All efforts will be made to resolve issues by agreement at the local level.
- Where agreement cannot be reached a meeting shall be held between the company's representatives and the secretary of the union or their nominee/s.
- Where agreement cannot be reached the matter will be referred to the Industrial Relations Commission (NSW) for determination.

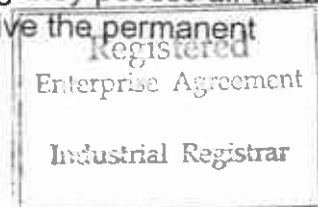
While this procedure is being followed, work shall continue as usual, that is, the situation applying immediately before the dispute shall be adhered to; subject to the requirement that safety, health and environmental standards are not prejudiced.

Where there is sufficient uncertainty concerning the events leading to a decision to dismiss an employee, the employee concerned may be suspended on full pay until a meeting has been convened involving the union and company representative to discuss the matter.

Where the union wished to hold a mass meeting, a suitable time will be agreed with the Site Manager. In any case, the union will endeavour to provide not less than 24 hours notice of a mass meeting.

8. **WAGES**

New employees will commence on a three month probation period and receive an induction rate of pay (as per Appendix 1). They 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 permanent employee rate of pay.



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 scheduled outside normal working hours will be at normal overtime rates.

10. HOURS OF WORK

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

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) Shift Allowances

In addition to the rates of pay outlined in Appendix 1 rostered shift workers shall receive the following shift allowance when they work Monday - Friday.

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



11. ROSTERED DAYS OFF (RDO)

Employees who are rostered to work 40 ordinary hours per week will accrue two hours of each week to be entitled to an RDO for every 19 days worked.

RDO's will be rostered by management to take into account work requirements. An employee may request to change their RDO by providing seven (7) days notice to their supervisor/manager.

Where an employee's roster includes working weekends and an employee applies to take an RDO on a weekend day, if granted, it will not carry any penalty rate payments.

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 can include weekends and public holidays.

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

Where employees 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. ROSTER CHANGES

The employees regular working time or times may be changed by the employer where seven (7) days notice in writing has been given or exhibited. Not more than three (3) regular starting times may be fixed in any one week for an employee.

14. 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.

Example 1: an employee who is rostered to work 8 hours on a particular day, but is required on that day to work 10 hours (that is two hours extra), will receive two hours at the appropriate overtime rate.

Example 2: an employee who is rostered to work 6 hours on a particular day, but is required on that day to work 8 hours (that is two hours extra), will receive two hours at the appropriate overtime rate.



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

15. MEAL BREAK AND ALLOWANCE

A paid meal break of twenty minutes shall be taken within the first five hours of commencing work at a time to suit the business to ensure business continuity.

An employee who works in excess of two hours overtime per shift without 24 hours notice shall receive a meal allowance. The rate is as per the award.

16. CASUAL PAY RATES

For all ordinary time worked on a Monday - Friday a casual employee shall be paid the normal hourly rate plus 25% loading (referred to as the casual loaded rate).

For all ordinary time worked on a Saturday a casual shall be paid time and a half of the normal hourly rate.

For all time worked on a Sunday a casual employee shall be paid double time of the normal hourly rate.

For all time worked on a Public Holiday a casual employee shall be paid double time and a half and triple time for Christmas day of the normal hourly rate.

All overtime worked by a casual employee on a Monday - Saturday will be paid at time and a half for the first two hours and double time thereafter of the casual loaded rate.

Casuals shall be guaranteed four (4) hours pay for each start.

Casuals are entitled to 1/12th annual leave component on all ordinary rostered hours worked in lieu of entitlements to leave.

17. LEAVE

a) Annual Leave



Annual leave will accrue at the rate of twenty (20) days per annum for full-time employees and part time employees, in accordance with the provisions of the *Annual Leave Act 1944* and the Award.

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 in order 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 for the difference between the ordinary time they would have worked had they not been on jury service and the amount received from the jury payment.

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.

18. **PAYMENT OF WAGES**

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

19. **SUPERANNUATION**

a) All employees are required to become and remain members of the TWU Superannuation Fund, subject to the provisions of s124 of the *Industrial Relations Act 1996*. 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.

20. **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.

21. **DURATION**

This agreement shall come into force from 1 March 2000 for a two year period and conclude on 28 February 2002.

The company and the consultative committee will meet in November 2001 to commence re-negotiating the next agreement.

Registered
Enterprise Agreement
Industrial Registrar

21. EXECUTION

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



Date: 20 June 2000

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



Date: 3rd July 2000



APPENDIX 1

WAGES

	<u>Base Weekly Rate</u>		
i) <u>CASUAL EMPLOYEES</u> (excludes loadings)	<u>1 March 2000</u>	<u>1 May 2001</u>	
	\$479.04	\$491.02	
ii) <u>NEW EMPLOYEES</u>	<u>1 March 2000</u>	<u>1 May 2001</u>	
	\$479.04	\$491.02	
<p>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 permanent employee rate will apply.</p>			
iii) <u>PERMANENT EMPLOYEES</u> (with three or more months service)	<u>1 March 2000</u>	<u>1 September 2000</u>	<u>1 May 2001</u>
	\$479.04	\$498.20	\$510.66

