

# ENTERPRISE AGREEMENT

NO. EA 98/112  
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REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/112

TITLE: Parmalat Foods Agreement 1997

I.R.C. NO: 98/1131

DATE APPROVED/COMMENCEMENT: 30 March 1998 and 28 July 1997

TERM: 28 July 1998

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 40

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Employees engaged under the Butter, Cheese and Bacon Factories and Milk and Cream Condenseries, &c. (State) Award

**PARTIES:** The Australasian Meat Industry Employees' Union, New South Wales Branch -&- Chamber of Manufactures of New South Wales (Industrial)





# **PARMALAT FOODS AGREEMENT 1997**



**INDUSTRIAL RELATIONS COMMISSION OF NEW  
SOUTH WALES**

**INDUSTRIAL RELATIONS ACT (NSW) 1996**

**1. TITLE**

This agreement shall be known and referred to as the "Parmalat Foods Agreement 1997".

**2. ARRANGEMENT**

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## **3. PARTIES AND OPERATION**

- (i) This agreement shall apply to and be binding upon:
  - (a) Parmalat Foods Australia Pty Ltd located at 470/482 Hovell Street, Albury;
  - (b) All relevant employees of the Company employed at 470/482 Hovell Street, Albury, and 5 Turner Court, Wodonga under the Butter Cheese & Bacon Factories and Milk & Cream Condensaries (State) Award
  - (c) Australasian Meat Industry Employee's Union, New South Wales Branch
  
- (ii) This agreement shall operate from the first full pay period on or after 28 July 1997 and shall remain in force until 28 July 1998.

(iii) This agreement shall rescind and replace the efficiency agreement between the Company and all employees/unions at the site dated 6 April 1988.

(iv) This agreement shall prevail over the following awards to the extent of any inconsistency with the award as far as it applies to the operations of Parmalat Foods Australia Pty Ltd:

Butter, Cheese & Bacon Factories and Milk & Cream Cond. &c. (State) Award

(v) Where the agreement is silent on a term or condition, the terms and conditions of the above applicable awards(s) will prevail.

#### 4. DEFINITIONS

(i) 'Ordinary hours' shall be those hours worked in accordance with Clause 13B.

(ii) 'Day Worker' shall be an employee whose ordinary hours are worked in accordance with Clause 13 B (i) of this agreement.

(iii) 'Shift Worker' shall mean an employee, other than a day worker.

(iv) 'Union' shall mean the Australasian Meat Industry Employees' Union (New South Wales Branch), ~~Transport Workers' Union of Australia, Australian Services Union - NSW Clerical & Administrative Branch, Shop, Distributive & Allied Employees' Association, NSW Branch, Association of Professional Engineers, Scientists & Managers, Australia, and, Automative, Food, Metals, Engineering, Printing and Kindred Industries Union.~~

(v) 'Ordinary pay' shall mean remuneration for the employees normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following allowances where they are regularly received:

- tool allowance
- on call allowance
- shift allowance, leading hand allowance, first aid allowance

The following allowances shall be excluded from the composition of ordinary pay:

- overtime payments
- meal allowance.

(vi) The relevant classifications of employees and their definitions are



contained at Part B, Annex A, Classifications.

**5. TERMS OF EMPLOYMENT**

(i) An employee shall be engaged either as a weekly hand, seasonal hand, casual hand or as a part-time hand, and each employee shall be notified in writing at the beginning of employment and before commencing work whether they are weekly, part-time, seasonal or casual.

(ii) **Part-time Employment**

(a) A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are not more than 32 ordinary hours per week and not less than 16 hours per week with a minimum engagement on any day of not be less than four hours.

(b) The hours of a part-time employee shall be agreed upon commencement and shall not change other than by agreement;

(c) All work outside the agreed hours shall be paid in accordance with clause 15, Overtime.

(d) A part-time employee shall be paid an hourly rate equal to the appropriate weekly rate divided by 40.

(e) All other provisions of this Agreement, where applicable, shall apply to part-time employees in the same ratio as their ordinary hours of work are to 40 hours per week.

(iii) **Casual Employees**

(a) A casual employee shall mean an employee engaged on a day to day basis.

(b) A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 13, Hours and, in addition, a 15 per centum loading of such rate.

(c) There shall be no more than one casual employee engaged for each 10 permanent employees. Provided that where production demands or other reasons require a higher ratio, the parties (the Delegate(s) and Management) may agree on a higher ratio.

(d) The loading provided in subclause (b) shall not attract any penalty.



- (e) Irrespective of the hours worked, a casual employee shall be paid a minimum of four hours work for each start.

(iv) **Seasonal Employment**

- (a) A seasonal employee shall mean a full time or part time employee who is engaged for a specified period of up to *twenty six* weeks.

- (b) Seasonal employees will usually be engaged to meet production demands.

- (c) Seasonal employees shall be additional to the normal production requirements.

- (d) A seasonal employee shall be paid an hourly rate equal to the appropriate weekly rate divided by 40.

- (e) All provisions of this agreement, where applicable, shall apply to the employee on a pro rata basis in accordance with the period of employment.

- (v) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote deskilling.

- (vi) The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided the employee has been properly trained in the use of such tools and equipment.

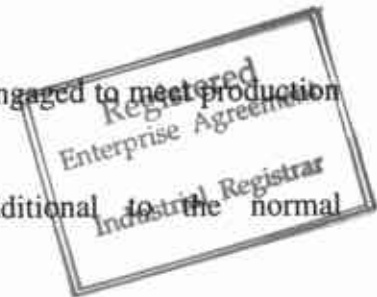
- (vii) Any direction issued by the Company in accordance with subclauses (ii) and (iii) shall be consistent with the Company's responsibility to provide a safe and healthy working environment.

**6. PAYMENT OF WAGES**

- (i) All employees shall be paid weekly not later than Tuesday of each week; provided however that the pay period specified herein may be varied at any time by agreement between the majority of employees but at no time will the Company hold more than 2 days wages in hand.

- (ii) Every employee shall be paid by electronic funds transfer to their nominated bank or building society.

- (iii) Immediately upon lawful termination of employment, except in the case of dismissal outside office hours, an employee, unless otherwise mutually agreed upon, shall be paid all wages due including annual





leave. In the case of dismissal outside office hours, wages due to the dismissed employee shall be available on the first office working day after the dismissal.



**7. TERMINATION OF EMPLOYMENT**

- (i) Except in the case of misconduct justifying summary dismissal, the employment may be terminated by the Company providing to the employee a period of notice of termination in accordance with the scales set out in subclauses (ii) and (iii) or by payment in lieu thereof.
  
- (ii) If the employee is 45 years of age or less -

EMPLOYEES PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
not more than 1 year	1 weeks notice
1 year but less than 3 years	2 weeks notice
3 years but less than 5 years	3 weeks notice
5 years and beyond	4 weeks notice

(iii) If the employee is over 45 years of age -

EMPLOYEES PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
not more than 1 year	1 weeks notice
1 year but less than 2 years	2 weeks notice
2 years and less than 3 years	3 weeks notice
3 years and less than 5 years	4 weeks notice
5 years and beyond	5 weeks notice

(iv) An employee shall give to the Company one weeks notice of their intention to terminate their employment.

(v) The Company and employee may agree to a shorter period of notice for the purpose of this subclause, in special circumstances.

(vi) **Abandonment of Employment**

The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the employee has abandoned employment. Provided that -

(a) If within 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which the notification has been given or consent has been granted an employee has not established to the satisfaction of the Company that the employee was absent for a reasonable cause, the employee shall be deemed to have abandoned employment.

(b) Termination of employment by abandonment in accordance with this subclause shall operate from the date of the last attendance at work or the last days absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

**8. REDUNDANCY**

(i) This clause shall apply in respect of full-time and part-time employees.

(ii) The reference to *redundancy* in this clause shall refer to a circumstance which arises when the Company determines that, due to the operational requirements, a position is no longer required to be performed. As such, the current incumbent(s) may be described as being superfluous

to, or in excess of, or unnecessary for the needs or requirements of the Company and therefore redundant.

(iii) This clause shall not apply to employees with less than one year's continuous service and the general obligation on the Company shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment

(iv) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(v) **Employer's duty to notify**

(a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the agreement makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(vi) **Employer's duty to discuss change**

(a) The Company shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclauses (i)(a) and (b), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

(b) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause (i) of this clause..

(c) For the purpose of such discussion, the Company shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would adversely affect the Company.

**(vii) Discussions before terminations**

(a) Where the Company has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant subclause (i)(a) and (b), Introduction of Change, and that decision may lead to the termination of employment, the Company shall hold discussions with the employees directly affected and with the union to which they belong.

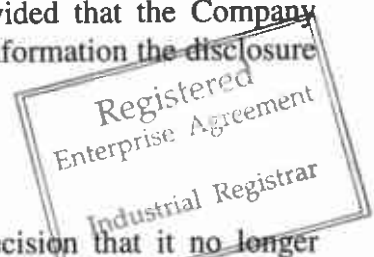
(b) The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.

(c) For the purposes of the discussion the Company shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer

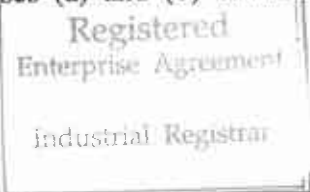
**(viii) Notice to CES**

Where a decision has been made to terminate employees, the Company shall notify the Commonwealth Employment Service as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

**(ix) Notice of Termination**



When the Company has made a decision to terminate employment due to redundancy, except as provided in subclause (ix), the Company must provide to the employee a period of notice of termination in accordance with the scales set out in subclauses (a) and (b) of this subclause or by payment in lieu thereof.



- (a) If the employee is 45 years of age or less -

EMPLOYEES PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 3 years	At least 2 weeks notice
3 years and less than 5 years	At least 3 weeks notice
5 years and beyond	At least 4 weeks notice

- (b) If the employee is over 45 years of age -

EMPLOYEES PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks notice
2 years and less than 3 years	At least 3 weeks notice
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks notice

**(x) Notice for Technological Change**

This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "technology".

- (a) In order to terminate the employment of an employee the Company shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the Company for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

**(xi) Time off during the notice period**

- (a) During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay

during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent

(xii) **Employee leaving during the notice period**

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(xiii) **Statement of employment**

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(xiv) **Department of Social Security Employment Separation Certificate**

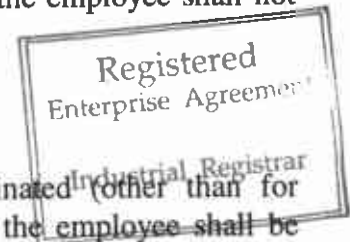
The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

(xv) **Transfer to lower paid duties**

Where an employee is transferred to lower paid duties for reasons set out in this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may at the Company option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(xvi) **Severance Pay**

- (a) Where an employee is to be terminated due to redundancy, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:



- (1) If the employee is 45 years of age or less -

EMPLOYEES PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
over 6 years and beyond	16 weeks

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- (2) If the employee is over 45 years of age -

EMPLOYEES PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and beyond	20 weeks

- (b) "Weeks pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with Clause 12.

**(xvii) Incapacity to pay**

Subject to application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xii)(a) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the Company as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (xii)(a) above will have on the Company.

**(xviii) Alternative Employment**

Subject to an application by the Company and further order of the Industrial Relations Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in

subclause (xii)(a) above if the Company obtains acceptable alternative employment for an employee.

**(xix) Counselling**

Once a decision has been made to terminate an employee's employment on the basis of redundancy, the Company shall arrange for the employee to have access to professional counselling and career resume advice.

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**9. STAND DOWN**

- (i) Clause 7, Termination shall not affect an employers right to deduct payment for any day which an employee cannot be usefully employed because of any strike or through any breakdown of machinery or due to any cause for which the employer cannot reasonably be held responsible, provided that where an employee has commenced ordinary hours at the time of notification, the employee shall be entitled to be paid a minimum of four hours at the ordinary rate of pay.

**10. RATES OF PAY**

- (i) The rates of pay set out in Table 1 of Part B of this Agreement are inclusive of the basic wage for adult employees from time to time effective.

**11. SUPERANNUATION**

- (i) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties to this agreement.
- (ii) The making of this agreement shall not affect in any way the continuation of superannuation arrangements entered into by the parties prior to the making of this agreement. Provided that such arrangement involve funds which comply with the laws of the Commonwealth as set out in (i) above.
- (iii) The employees shall have the choice between the employers nominated fund and the appropriate industry fund to which they may belong.



## 12. ALLOWANCES

### (i) Meal Allowance

An employee who has been called upon to work overtime for more than 2 hours after the normal ceasing time, and who has not been notified on the immediately preceding working day that he/she would be required to work overtime, shall be paid a sum as set out in Table 2, Other Rates and Allowances of Part B, Monetary Rates. An employee who has provided him/herself with a meal after having been so notified and who then is not required to work after the normal ceasing time shall be paid sum as set out in Table 2, Other Rates and Allowances of Part B, Monetary Rates.

### (ii) Leading Hand Allowance

An employee appointed as leading hand shall be paid the rate as specified in Table 2, Other Rates and Allowances of Part B, Monetary Rates in addition to the employees ordinary rate of pay during such appointment.

### (iii) First Aid

An employee appointed by the employer to perform first-aid shall be paid the amount specified in Table 2, Other Rates and Allowances of Part B, Monetary Rates, in addition to the employee's ordinary rate of pay during such appointment.

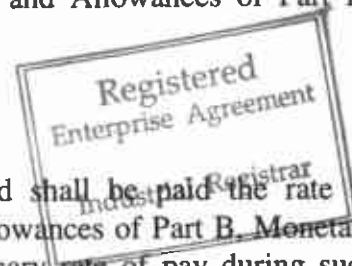
### (iv) Laundry Allowance

Each employee provided with a company uniform shall be paid an amount per week as set out in Table 2, Other Rates and Allowances of Part B, Monetary Rates in order to maintain the uniform in good condition.

### (v) Kilometre Rate

An employee required to provide a motor car as follows, viz. up to and including 2,000 cc a rate as specified in Table 2, Other Rates and Allowances of Part B, and over 2,000 cc. a rate as specified in Table 2, of Other Rates and Allowances of Part B, plus rate per kilometre as specified in Table 2, Other Rates and Allowances of Part B, Monetary Rates travelled.

Provided that where an employee occasionally uses his/her car by agreement with the employer, on the employer's business, he/she shall be paid an allowance for each kilometre so travelled as follows viz. up to and including 2,000 cc. a rate as specified in Table 2, Other Rates and Allowances of Part B, Monetary Rates and over 2000 cc. a rate as



specified in Table 2, Other Rates and Allowances of Part B, Monetary Rates. If the employer provides a vehicle he/she shall pay the whole of the cost of the upkeep, registration, insurance and running expenses.

Provided further, a part time or casual employee shall be paid for the use of his/her motor vehicle an amount set out in Table 2, Other Rates and Allowances of Part B, Monetary rates, travelled in connection with his/her employment, with no standing charge contained in this subclause to apply.



**(vi) Working in Cold Temperatures**

**(a) Other than Freezer Room Employees**

- (1) An employee working in an area at any artificially reduced temperature of less than 2 degrees Celsius, shall be paid the rate per hour or part thereof set out in Table 2, Other Rates and Allowances of Part B, Monetary Rates.
- (2) An employee working in an area at an artificially reduced temperature to less than minus 1 degree Celsius shall be paid the rate per hour in Table 2, Other Rates and Allowances of Part B, Monetary Rates.

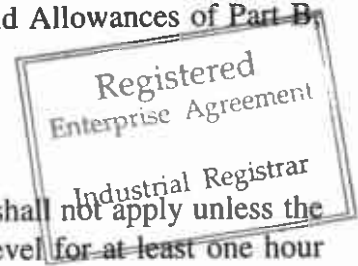
**(b) General**

- (1) The allowances provided in this clause shall not apply unless the temperature remains at the prescribed level for at least one hour after commencing work.
- (2) Time worked which on any day is less than 30 minutes in the aggregate shall be disregarded.
- (3) An employee who is overheated through working outside shall be allowed time to cool off before being required to work in a temperature artificially reduced to below 2 degrees Celsius.
- (4) For the purposes of this clause, the temperature of a room shall be the temperature of the coldest part of such room.
- (5) The amounts provided in this clause shall each stand alone and are not cumulative.

- (c) Method of Measuring Temperature** - The method of measuring artificially reduced temperature shall be to place a thermometer at a height of 1.2 metres in the centre of the work area at least one hour after starting work.

**(vii) Trailer Allowance**

A driver of a scammell, articulated, semi-articulated vehicle or a driver of a vehicle with a trailer attached shall in addition to the ordinary rate of pay be paid (per week) at the rates set out in Table 2, Other Rates and Allowances of Part B, Monetary Rates.



### 13. HOURS OF WORK

#### A. SPREAD OF HOURS

- (i) The ordinary hours of work for all employees shall be worked between Monday and Friday inclusive between the hours of 2am and 6pm and shall not exceed 10 hours in any one day exclusive of unpaid meal breaks.
- (ii) Any agreement to alter the spread of hours provided for in subclause (iii) and (iv) of Part A of this Clause must be genuine with no compulsion to agree.
- (iii) Commencing and finishing times within the spread of ordinary hours in subclause (i) of Part A of this Clause may be altered by agreement between the Company and employee(s) concerned.
- (iv) Commencing and finishing times outside the spread of ordinary hours in subclause (i) of Part A of this Clause may be altered by agreement between the Company and employee(s) concerned.

#### B. ARRANGEMENT OF HOURS

Subject to Part A, Spread of Hours, the arrangement of hours shall be:

##### (i) Day Workers

- (a) Subject to (b), the ordinary hours of work for employees shall be 40 per week to be worked within a work cycle not exceeding five consecutive days of not less than eight hours per day.
- (b) Subject to (iii) of Part B of this Clause, the ordinary hours of work for employees engaged in the following functions and other employees who worked 38 hours per week prior to the making of this agreement, shall be 38 hours per week:

Administration  
Shop Assistants  
Fitters and Mechanics

##### (ii) Shift Workers

- (a) The ordinary hours for a shift worker shall be five shifts of eight hours each day in any period of seven consecutive days, or, four shifts of ten hours each day in any period of five consecutive days.



- (iii) A different arrangement of hours to that prescribed in (i) or (ii) of Part B of this Clause may be agreed upon by the Company and the employee(s) concerned.

### **C. ROSTERS**

- (i) The Company shall post and keep posted on the premises, in a place conveniently accessible, a roster of the hours of work for all employees. The roster shall provide the hours of work for a period of minimum 2 weeks, that being, the current week and the week in advance.
- (ii) The Company shall not alter the roster of hours of work except upon giving 7 days notice to the employees of the intention to do so. Such notice shall be given by posting the alteration in a place on the premises conveniently accessible to all employees and shall be thereafter kept posted.
- (iii) The periods specified in Part C of this Clause may be altered by agreement between the Company and the employees.
- (iv) There shall be no more than two commencement times per employee per week.

### **14. SHIFT WORK**

#### **A. EMPLOYEES WITH A WORK CYCLE OF 5 SHIFTS OF 8 HOURS PER DAY**

- (i) Afternoon Shift shall mean a shift finishing after 6pm.
- (ii) Night Shift shall mean a shift finishing after midnight and before 10am.
- (iii) Morning shift shall mean any shift finishing before 1pm.

#### **B. EMPLOYEES WITH A WORK CYCLE OF 4 SHIFTS OF 10 HOURS PER DAY**

- (i) Afternoon Shift shall mean a shift finishing after 6pm.
- (ii) Night Shift shall mean a shift finishing after midnight and before 12pm.
- (iii) Morning shift shall mean any shift finishing before 3pm.

#### **C. SHIFT ALLOWANCE**



- (i) An employee required to work afternoon, night or morning shift shall, in addition to their ordinary rates of pay, be paid the amounts as set out in Table 2, Other Rates and Allowances of Part B, Monetary Rates.



**15. OVERTIME**

**A. GENERAL OVERTIME**

- (i) All time worked outside the ordinary hours shall be overtime, and shall be paid for at a rate of time and one half for the first two hours and double time thereafter.
- (ii) An employee who is directed and does attend to work overtime on a Saturday shall be paid a minimum of 4 hours at the rate set out in subclause (i).
- (iii) Where an employee commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purpose of calculation of overtime.
- (iv) An employee (other than a casual) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that he or she has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- If an employee is instructed to resume work without having ten (10) consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to an ten (10) hour break without loss of pay.
- (v) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

**B. CALL BACK**

- (i) An employee who is called back to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid a minimum of two hours at the appropriate overtime rate for each period so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two hours if the job recalled to perform is completed within a shorter period.

(ii)

This subclause shall not apply in cases where it is customary for an employee to return to the employers premises to perform a specific job outside the employees ordinary working hours, or where overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working hours.





**C. ON CALL**

- (i) An employee shall be deemed to be on call if ~~required by the Company~~ to be available for duty outside ordinary hours at all times in order to attend emergency and/or breakdown work.
- (ii) Employees required to be on call are not required to remain at their usual place of residence or other place appointed by the Company. Such employees shall be given a mobile phone by the Company for the on call period. The mobile phone shall be turned on and kept with the employee through out the period the employee is on call.
- (iii) Employees required to be on call shall be paid an on call allowance at a rate set out in Table 2 of Part B of this agreement for any week required to be on call.
- (iv) Employees on call who are required to work outside their ordinary hours shall be paid overtime at the appropriate rate for the hours worked and such rate shall be paid from the time the employee departs for work.

**16. SATURDAY AND SUNDAY WORK**

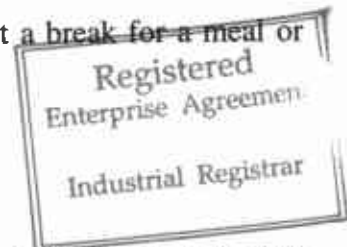
- (i) All time worked on a Saturday which is not overtime shall be paid for at the rate of time and one-half.
- (ii) All time worked on Saturday which is overtime shall be paid in accordance with Clause 15, Overtime.
- (iii) All time worked on Sunday which is not overtime shall be paid for at the rate of time and one half.
- (iv) All time worked on Sunday which is overtime shall be paid for at the rate of double time.
- (v) An employee who is directed and does attend for duty on Sunday at the hours required by the employer, which is not included on the ordinary rostered hours for the week, shall be paid a minimum of four hours at the appropriate rate of pay.

**17. MEAL BREAKS**

- (i) A day worker shall be entitled to a meal break of not less than 30 minutes which shall be given and taken within the first five hours of continuous work.



- (ii) Meal breaks may be staggered within each work area in order that full production may be maintained wherever possible.
- (iii) An employee called upon to work for more than 2 hours after the normal ceasing time, shall be allowed not less than 30 minutes for a meal break (or 20 minutes for a crib in the case of shift workers) which shall be taken immediately after the normal ceasing time.
- (iv) Where an employee is required to work during the meal period, the employee shall be paid at the rate of double time for the work so performed.
- (v) Not more than 5 hours shall be worked without a break for a meal or interval for crib.



**18. CRIB BREAKS**

- (i) Shift workers shall be entitled to an interval of 20 minutes each shift for crib, at a time agreed upon by the Company and the employee such interval to be counted as time worked and paid for as such.

**19. REST PERIOD**

- (i) A rest period of 10 minutes each forenoon and each afternoon shall be allowed to each day worker.
- (ii) A rest period of 10 minutes during the first part of the shift and a rest period of 10 minutes during the second part of the shift shall be allowed to each shift worker. Provided that an employee working a 10 hour shift shall be entitled to a rest period of 10 minutes during the first part of the shift and a rest period of 15 minutes during the second part of the shift.
- (iii) Rest periods shall be taken at such times as is mutually arranged between the employer and employees and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- (iv) Rest periods shall be counted as time worked and shall be paid for as such.

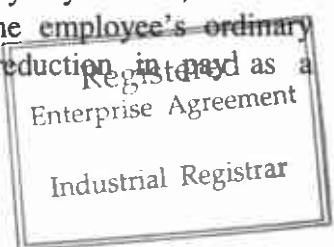
**20. MIXED FUNCTIONS**

- (i) An employee who is required to perform, on any day or shift, work for which a higher rate of wage than that of the employee's ordinary grading is prescribed shall be paid as follows;

- (a) If required to perform such work for four hours or more, the employee shall be paid for the day or shift the higher (or highest) rate of wage prescribed for the work performed.
- (b) If required to perform such work for two hours or more, but less than four hours, the employee shall be paid for one half day or shift at the higher (or highest) rate of wage prescribed for the work performed.
- (c) If required to perform such work for less than two hours, the employee shall be paid the higher (or highest) rate of wage prescribed for the time worked.

Provided that no additional payment under this subclause shall be made to an employee who is required to perform, on any day or shift, such higher paid work for not more than 30 minutes because of failure of another employee to present for work at the ordinary starting time.

- (ii) An employee who is required to perform, on any day or shift, work for which a lower rate of wage than that of the ~~employee's ordinary~~ grading is prescribed, shall not suffer a ~~reduction in pay~~ as a consequence.



**21. PUBLIC HOLIDAYS**

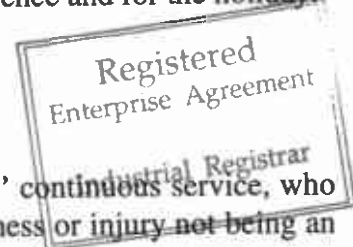
- (i) The days on which holidays shall be observed are as follows: New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day.
- (ii) Union Picnic Day shall for the purposes of this agreement, be regarded as a holiday. The Picnic Day shall be on such day as is agreed between the Company and the Union(s).
- (iii) Where any holidays prescribed by this agreement fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.
- (iv) Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this agreement, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.
- (v) Where an employee is required to work on Good Friday, Christmas Day or Anzac Day shall be paid triple time inclusive of payment for the day with a minimum payment of four hours worked.

Provided that, where an employee is required to work hours in excess of what would have been ordinary hours for the day (but for the holiday), the employee shall be paid triple time for the additional hours worked.

- (vi) An employee absent without leave or reasonable excuse on the working day before a holiday prescribed herein, or the working day after such holiday, shall forfeit wages for the days of absence and for the holiday.

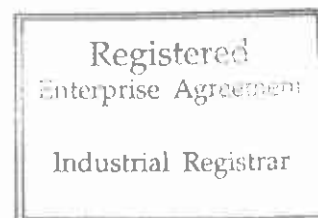
## 22. SICK LEAVE

- (i) An employee with not less than three months' continuous service, who is absent from work by reason of personal illness or injury not being an illness or injury arising out of or in the course of the employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- (a) the employee shall, within 24 hours of the commencement of such absence, inform the Company of his inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence;
  - (b) the employee shall furnish the Company with such evidence as the Company may desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed;
  - (c) An employee with more than 12 months continuous service shall be entitled to sick pay of 80 ordinary working hours. An employee with less than 12 months continuous service shall be entitled to sick pay of 40 ordinary working hours.
- (ii) The rights under this clause shall accumulate from year to year so that any part of leave pursuant to this clause which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment.
- (iii) For the purpose of this clause, continuous service shall be deemed not to have been broken by -
- (a) any absence from work on leave granted by the employer; or
  - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee.



**23. ANNUAL LEAVE**

- (i) see *Annual Holidays Act 1944*



**24. ANNUAL LEAVE LOADING**

- (i) This clause applies only in relation to annual holidays to which employees become or have become entitled.
- (ii) In this clause, the *Annual Holidays Act 1944* is referred to as "the Act".
- (iii) Before an employee is given and takes annual leave or where, by agreement between the Company and the employee, the annual leave is given and taken in more than one separate period, then before each of such separate periods, the Company shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes annual leave wholly or partly in advance - see subclause (vii) of this clause).
- (iv) The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this agreement.
- (v) The loading is to be calculated in relation to any period of annual leave to which the employee becomes or has become entitled under the Act and this agreement (*but excluding leave or leave and payment pursuant to Clause 21, Public Holidays*) and which commences on or after the date of operation of this agreement, or where such annual leave is given and taken in separate periods, then in relation to each such separate period.
- (vi) The loading is an amount payable for the period or separate periods, as the case may be, stated in subclause (v) at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing the annual leave, together with, where applicable the additional sums prescribed by Clause 10, Rates of Pay, but shall not include any other allowances, penalty rates, shift allowances, overtime rates or any other payments prescribed by this agreement.
- (vii) No loading is payable to an employee who takes annual leave wholly or partly in advance, provided that, if the employment of such employee continues to the day when he/she would have become entitled under the Act to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated in accordance with subclause (vi) of this clause applying the rate of pay payable on that day.

(viii) Where, in accordance with the Act, the Company site or part of it, is temporarily closed down for the purposes of giving annual leave or leave without pay to the employees concerned

(a) An employee who is entitled under the Act to annual leave and who is given and takes such leave shall be paid the loading calculated in accordance with subclause (vi).

(b) An employee who is entitled under the Act to annual leave and who is given and takes leave without pay shall be paid, in addition to the amount payable under the Act, such proportion of the loading that would have been payable under this clause if the employee become entitled to annual leave prior to the close-down as the qualifying period of employment in completed years bears to 52.

(ix) (a) Where an employee's employment is terminated, for a cause other than misconduct, and at the time of termination the employee has not been given and has not taken the whole of annual leave to which the employee has become entitled, the employee shall be paid loading in accordance with subclause (vi) of this clause for the period not taken.

(b) Except as provided by (a) of this subclause, no loading is payable on the termination of employment.

(x) This clause extends to an employee who is given and takes annual leave and who would have worked as a shift worker if he had not been annual leave, provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of annual leave exceeds the amount of loading calculated in accordance with this clause, then the amount shall be paid to the employee in lieu of loading.

## 25. LONG SERVICE LEAVE

(i) See *Long Service Leave Act 1955*

## 26. JURY SERVICE

(i) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect to attendance for such jury service and the amount of wage the employee would have

received in respect to the ordinary time the employee would have worked had the employee not been on jury service.

- (ii) An employee shall notify the Company as soon as possible of the date upon which he/she is required to attend for jury service. Further the employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

## **27. BEREAVEMENT LEAVE**

- (i) A permanent employee shall be entitled to time off until the day after the funeral with a maximum of 2 days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild, parents-in-law or same sex partner who lives with the employee as a de facto partner of that employee on a bona fide domestic basis. For the purpose of this clause the words 'wife' and 'husband' shall include de facto wife or husband and the words 'father' and 'mother' shall include foster-father or mother and stepfather or mother.
- (ii) A permanent employee shall be entitled to time off until the day after the funeral with a maximum of 4 days without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of the employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

## **28. DISCRETIONARY LEAVE**

- (i) In circumstances where genuine need and/or hardship arises an employee shall be entitled to request leave from the Company. Such leave could be with or without pay depending on the circumstances and will only be granted if adequate arrangements can be made by management to cover the employees absence.
- (ii) In deciding to grant leave factors such as the employees length of service shall be considered.

## **29. PERSONAL/CARERS LEAVE**

- (i) Use of Sick Leave
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or

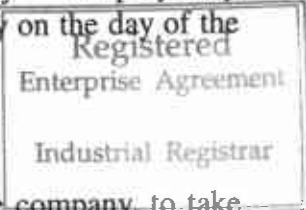
accrued sick leave entitlement, provided for in Clause 22, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
  - (2) the person concerned being:
    - (a) a spouse of the employee; or
    - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child ( including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
      1. "relative" means a person related by blood, marriage or affinity;
      2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and



3. "household" means a family group living in the same domestic dwelling.

- (d) An employee shall, wherever practicable, give the company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.



(ii) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(iii) Annual Leave

- (a) An employee may elect with the consent of the company, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- (c) An employee and the company may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime

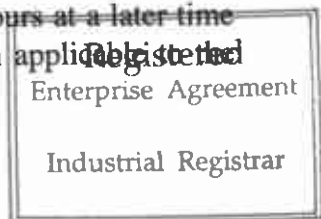
- (a) An employee may elect, with the consent of the company, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.



- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the agreement.

(v) **Make-up Time**

- (a) An employee may elect, with the consent of the company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of the ordinary hours provided in the agreement, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" ( under which the employee takes time off ordinary hours and works those hours at a later time ), at the shift work rate which would have been applicable to the hours taken off.



**30. COMMITMENT TO REFORM**

An aim of the Company is to create a profitable and enduring enterprise through the efficient provision of high quality products and service to its customers.

Specific objectives of this agreement are;

- (i) continuous improvement in quality of products and customer service;
- (ii) satisfying customers with value for money products;
- (iii) a work environment where people can contribute to the progress of the Company;
- (iv) harmonious work environment;
- (v) continuous employee training and development;
- (vi) continuous workplace change with improved productivity and quality;
- (vii) security and employment and income;
- (viii) clear and well understood performance goals developed in consultation with employees;
- (ix) full support for marketing, sales and new product programs;
- (x) maintenance of high quality standards in product composition, presentation and distribution.

Meeting the objectives is vital to the future of the Company and the job opportunities of employees.

**31. JOINT CONSULTATIVE COMMITTEE**

(i) The parties to this agreement are committed to securing the benefits of increased productivity and efficiency through the establishment of consultative and participate processes.

(ii) The Company shall establish a consultative committee to provide a forum for consultation between the Company and its employees to positively co-operate in the continued workplace change to enhance the efficiency and productivity of the Company and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

(iii) (a) The size and composition of the consultative committee shall be agreed to by the Company and the local representatives of the following unions;

Australasian Meat Industry Employees' Union.

Transport Workers' Union of Australia.

Australian Services Union - NSW Clerical & Administrative Branch

Shop, Distributive & Allied Employees' Association, NSW Branch

Association of Professional Engineers, Scientists & Managers, Australia

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

(b) Employee representatives shall include at least one elected representative from each of the unions listed in (a) of this subclause who have members employed at the Company. The number of elected representatives the union shall have on the committee shall be proportionate to the number of members the union has employed at the Company. The proportion of representatives to members shall be detailed in the constitution of the consultative committee.

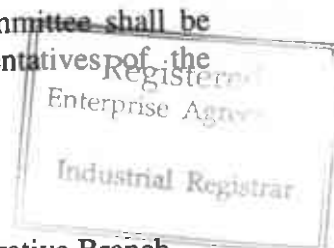
(c) Management representative(s) on the consultative committee shall be nominated by the Company.

(iv) All members of the consultative committee should undergo appropriate training and education to ensure effective participation in the consultative committee.

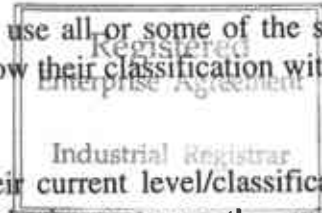
(v) The functions of the consultative committee shall include but not be limited to issues relating to the agreement, occupational health and safety issues and training.

(vi) All minutes of the consultative committee meetings shall be kept and posted on the notice board.

## 32. TRAINING



- (i) The parties to the agreement recognise that increasing efficiency and productivity requires greater commitment to education, training and skill maintenance, development and enhancement.
- (ii) All employees on each site agree to continue their positive co-operation in becoming multiskilled in order to maximise productivity on each site.
- (iii) Employees may be required to learn and use all or some of the skills contained in the skill level and grades below their classification without loss of pay.
- (iv) Where an employee has skills above their current level/classification they may be required to use them. In such circumstances they will be paid in accordance with Clause 20, Mixed Functions.
- (v) Promotion and access to training shall be offered on the basis of an assessment of ability by the Company.
- (vi) During the course of this agreement a training committee shall be established of equal employee and employer representatives for the purpose of evaluating the training and skill development at the sites and the recommending of individual employees for training and reclassification.
- (vii) The training may be undertaken either on or off the job and if the training is to be undertaken during ordinary working hours the employee concerned shall not suffer any loss of pay. Where the training is held outside ordinary hours payment shall be the employees ordinary rate of pay.
- (viii) Employees may be temporarily transferred for the purposes of training. Where this requires extra travelling, the employee shall be reimbursed for all extra fares and shall be paid at ordinary rates for all extra travelling time.
- (ix) Any reasonable costs associated with standard fees for prescribed courses and prescribed text books (excluding those text books which are available in the employers technical library) incurred with the undertaking of the training shall be reimbursed by the Company upon production of the evidence of such expenditure. Provided that reimbursement shall be on an annual basis subject to the presentation of satisfactory progress. Further provided that the text books shall be relinquished to the technical library of the Company upon completion of the subject.
- (x) Any disputes arising in relation to this clause shall be subject to the disputes settlement procedure as contained in Clause 33.



**33. DISPUTE SETTLEMENT PROCEDURES**

- (i) Procedures relating to grievances of individual employees
- (a) The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the discussion, the Company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) While a procedure is being followed, normal work must continue.
  - (f) Either the Company or the employee may be represented by an industrial organisation of employees or employers.
- (ii) Procedures relating to disputes etc between employers and their employees
- (a) A question, dispute or difficulty must initially be dealt with as close to the source as possible with graduated steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time limits must be allowed for discussions at each level of authority.
  - (c) While a procedure is being followed, normal work must continue.
  - (d) Either the Company or the employee may be represented by an industrial organisation of employees or employers.

**34. DISCIPLINARY PROCEDURE**

- (i) Where an employee's work performance or conduct is considered to be unsatisfactory, the employee shall be informed in the first instance of

the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer.

Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (ii) Where there is re-occurrence of the unsatisfactory performance or conduct, the employee shall be warned formally in writing by the appropriate officer of the Company and counselled.



Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employees performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (iii) If the employee's satisfactory performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (iv) If the employee's performance or conduct does not improve after the final warning further disciplinary action shall be taken.
- (v) This shall not affect the rights of the Company to take further disciplinary action before and/or during the above procedure in cases of misconduct or where the employee's performance warrants such action.
- (vi) At any stage during this procedure the Company, after notifying the Union, may immediately suspend an employee without pay for the purposes of investigating an alleged disciplinary issue. This period shall not exceed 5 working days.

The suspension of an employee from duty does not prevent the Company from granting to an employee accrued leave for whole or part of the period of the suspension.

Suspension from duty shall not affect an employee's continuity of service for the purposes of accruing leave entitlements.

If after the investigation, the reasons for suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.

- (vii) Nothing in this clause prevents the Company from terminating an employee's service in accordance with Clause 7, Termination of this agreement.
- (viii) Either the Company or the employee may request the presence of a Union representative at any stage in the above procedure.
- (ix) This procedure shall not affect either party's right to institute the Dispute Settlement Procedure set out in Clause 32 of this agreement or to notify the Industrial Registrar as to the existence of an industrial dispute.
- (x) Employees shall have access to their personal files and may take notes and/or obtain copies of the contents of the file.



### **35. PROTECTIVE CLOTHING AND EQUIPMENT**

- (i) The Company shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.

The clothing should be kept in good condition.

### **36. UNION ARRANGEMENTS**

#### **A. NOTICE BOARDS**

The Company shall keep erected a notice board in the establishments for the purpose of posting any notices in connection with the meetings of other business of the Union. Such notice boards shall be in a prominent position. All such notices shall be authorised by the Secretary of the Union.

#### **B. DELEGATES MEETINGS**

Authorised Union Delegates shall be permitted to meet on a monthly basis for up to two hours during working time provided adequate coverage can be arranged. Only one delegate per department is permitted to attend.

### **37. NO EXTRA CLAIMS**

- (i) It is a term of this agreement that the unions undertake for the duration of this Agreement not to pursue any claims arising during the life of the Agreement. The parties will consider the impact of any State Wage Case Decisions handed down during the life of the Agreement, where those decisions are inconsistent with the terms of the Agreement.

## PART B - MONETARY RATES

**TABLE 1**

Registered  
Enterprise Agreement  
Industrial Registrar

Clause 10 RATES OF PAY

CLASSIFICATION	RATE PER WEEK \$
PA1	465.00
POG1	480.00
POG2	490.00
POG3	500.00
TANKER DRIVER	530.00

**TABLE 2 - OTHER RATES AND ALLOWANCES**

	Allowance \$
Clause 12(i) - Meal Allowance	7.80 per meal
Clause 12(ii) - Leading Hand	15.00 per week
Clause 12(iii) - First Aid	8.00 per week
Clause 12(iv) - Laundry Allowance	7.00 per week
Clause 12(v) - Travel Allowance- motor car allowance - up to and including 2000 cc per kilometre over 2000 cc per kilometre travelled	91.50 per week 109.00 per week 0.28 per kilometre
Clause 12(v) - Travel Allowance - allowance for each kilometre travelled - car under and including 2000c car over 2000 cc	0.42 per kilometre 0.46 per kilometre
Clause 12(v) - Travel Allowance - Part time or casual employee for use of	0.504 per kilometre

vehicle	
Clause 12(vi)(a)(1) - Working in Cold Temperatures - less than 2 degrees Celsius	0.18 per hour
Clause 12(vi)(a)(2) - Working in Cold Temperatures - less than minus 1 degree Celsius	0.33 per hour
Clause 12(vii) - Trailer Allowance	30.00 per week
Clause 14- Afternoon Shift	8.75 per shift
Clause 14 - Night Shift	11.00 per shift
Clause 14 - Morning Shift	6.55 per shift
Clause 15 - On Call	50.00 per week

Registered  
Enterprise Agreement  
Industrial Registrar



## PART B - ANNEXURE A - CLASSIFICATIONS

(i) **"Production Assistant I"** is an employee appointed by the employer to this grade who shall be required to perform any one or more of the functions within this grade:

- (a) General Hand
- (b) General Hand - Laboratory
- (c) Packer
- (d) Machine Operator
- (e) Gardener
- (f) Employee responsible for cleanliness of plant and factory.



(ii) **"Plant Operator Grade 1"** is an employee appointed by the employer to this grade who 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 I:

- (a) Tally, Record and Despatch Hand (Plants and Depots)
- (b) Evaporator Operator (Single Effect)
- (c) Ice Cream Mix Maker or Machine Operator
- (d) Syrup Maker
- (e) Head Packer
- (f) Special By-product Machine Operator
- (g) Milk Drier Operator (Roller)
- (h) Milk and Cream Tester
- (i) Pasteuriser and/or Cooler and/or Tanker Flowmeter Operator
- (j) Spray Milk Drier Operator's Assistant
- (k) Operator Carton or Bottling Machine
- (l) Cultured Product Maker
- (m) Forklift Operator.

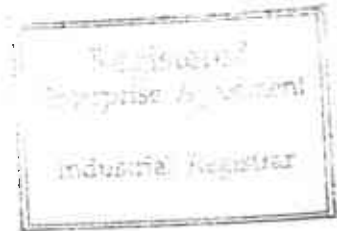
(iii) **"Plant Operator Grade 2"** is an employee appointed by the employer to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any one of the duties for which they are trained under Production Assistant I and II and Plant Operator Grade 1:

- (a) Storeperson in Charge
- (b) Milk Drier Operator (Spray)
- (c) Assistant Cheesemaker

- (d) Milk and Cream Grader
- (e) Laboratory Assistant
- (f) Multi-function Pasteuriser Operator I.

(iv) "Plant Operator Grade 3" is an employee appointed by the employer to this grade who shall be required to perform any one or more of the functions within this grade and who may be required to perform any of the duties for which they are trained under Production Assistant I and II and Plant Operator Grades 1 and 2:

- (a) Cheesemaker
- (b) Evaporator Operator (Multiple Effect)
- (c) [Image]Butter[Image] or Butteroil Maker
- (d) Laboratory Person in Charge
- (e) Ice Cream Control Room Operator
- (f) Multi-function Pasteuriser Operator II.



**Signed for and on behalf of  
 PARMALAT FOODS AUSTRALIA PTY LTD  
 (ACN 000 963 799)**

*[Handwritten Signature]*  
 .....

Signed

*[Handwritten Signature]*  
 .....

Witness

22.1.98  
 .....

Date

**Signed for and on behalf of  
 AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION**

*[Handwritten Signature]*  
 .....

Signed

*[Handwritten Signature]*  
 .....

Witness

7.1.98  
 .....

Date