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ENTERPRISE AGREEMENT NO: EA98/244

TITLE: National Foods Milk Limited North Rocks Operations Agreement 1998

I.R.C. NO: 98/4437

DATE APPROVED/COMMENCEMENT: Approved and commenced 26 August 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees engaged in the processing, packaging and distribution of cream and related products at the North Rocks Road Facility, North Parramatta

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

**NATIONAL FOODS MILK LIMITED
NORTH ROCKS OPERATIONS AGREEMENT**



1. SCOPE AND INCIDENCE

This Agreement is made by

NATIONAL FOODS MILK LIMITED, ACN 051 192 272, ("the Company")
and
**THE TRANSPORT WORKERS UNION OF AUSTRALIA, NEW SOUTH
WALES BRANCH, ("the Union")**

in relation to the employees employed at the Company's North Rocks facility engaged in the processing, packaging and distribution of cream and related products.

2. TITLE

This Agreement shall be known as the National Foods Milk Limited North Rocks Operations Agreement 1998 ("the Agreement").

3. OBJECTIVE

The objective of the Agreement is to assist the North Rocks site in achieving world class performance standards in quality, safety and efficiency and to provide secure and fulfilling work for all employees.

4. PARENT AWARD

Where this Agreement is silent, the terms of the Milk Treatment and Distribution (State) Award ("the Parent Award") shall apply.

5. CONSULTATIVE COMMITTEE

There shall be a Site Consultative Committee. The objective of the Committee is to support the achievement of the objective of the Agreement. The Committee shall be constituted by representatives of the Management and the Union. The Committee shall be representative of the site. The Committee shall meet not less than on a monthly basis.

6. ANNUALISED SALARIES

- (a) The allocation and carrying out of work shall be determined by considerations of safety, efficiency and applicable legislative requirements.

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- (b) Salaries are paid with reference to the average hours worked which is currently on average forty and a half hours work per employee per week.
- (c) It is recognised that is, during the life of this Agreement the average number of hours worked exceeds the aforementioned average, the Consultative Committee shall review the situation and adjust the rates accordingly.
- (d) No provision of this clause shall be used by the Company or the Union as a basis for claims or negotiating purposes on any other site of National Foods Milk Limited or its subsidiary or associated companies.
- (e) Sick leave entitlements shall be as provided by the National Foods Milk Limited Leave Policy, which includes a salary continuance provision.
- (f) Operations employees at the North Rocks site will be paid annual salaries as follows as a reflection of the experience and quality of work the employees demonstrate:
 - (i) Current base salary \$32,000.00 plus \$1,250.00 - annualised total of \$33,250.00

It is the objective of the Company and the Union to eliminate the use of casual employees through increases in multi skilling and flexibility. In the event that casual employees are required, an hourly rate of \$12.50 will apply.

DISPUTES PROCEDURE

- (a) It is recognised that employees and the Union may from time to time have grievances or claims that they wish to pursue with the Company. It is agreed that such issues will be resolved in accordance with this procedure without disruption to customer service or site operations.
- (b) All efforts will be made to resolve issues by agreement at the local level.
- (c) Where agreement cannot be reached, a meeting shall be held between the Company's designated representative/s and the Secretary of the Union or his nominee/s.
- (d) Where agreement cannot be reached, the matter shall be referred to the NSW Industrial Relations Commission for resolution.

- (e) While the 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 of safety, health and environmental standards are not prejudiced.
- (f) In the event that an employee is dismissed, and the Union opposes the dismissal, the employee concerned shall be suspended on full pay whilst the procedure is followed.

8. DURATION

This Agreement shall commence from date of agreement and shall remain in force for a period of twelve months or until the operation closes down, whichever comes first.

If the operation is still in existence six weeks prior to the twelve month period, the Company and the Union will meet at that time with a view to reviewing the Agreement.

9. REDUNDANCY

The provisions of redundancy as specified in this document shall apply during the life of this Agreement.

A redundant employee will receive the benefits of redundancy if they remain employed until the date of termination advised by National Foods Milk Limited and if their employment does not terminate on or prior to the advised termination date due to misconduct, abandonment of employment, retirement at normal retirement date, prolonged absenteeism, neglect or refusal of duties or voluntary resignation by the employee for any reason.

"Weeks' pay" to enable the redundancy amount to be determined means the annualised salary amount divided by fifty two weeks.

An employee's entitlements excluding Sick Leave shall be recognised from the date each employee commenced employment with the Company. All entitlements that were accrued under the trading entity of United Dairies Limited shall be recognised as part of this redundancy package.

The redundancy package provides benefits as follows:


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- (A) (i) Eight (8) weeks' notice or pay in lieu of notice. that employment may be terminated by part of the period of notice and part payment thereof in lieu thereof.
- (ii) A severance payment based on four weeks' pay for each completed year of continuance service and the pro-rata payment of one week per three months' continuous service for uncompleted years of service provided the maximum severance payment will not exceed fifty two (52) weeks' pay.
- (B) A member of a National Foods Limited Superannuation Plan with a retrenchment benefit will receive that benefit.
- (C) Pro-rata Long Service Leave payments after five (5) or more completed years of service.
- (D) The order of redundancy will be offered on a volunteer basis, taking into consideration skills required by National Foods Milk Limited.
- (E) National Foods Milk Limited will provide a written statement of service containing details of service and the reason for termination of employment.

9. EXECUTION

Signed : 
for National Foods Milk Limited

Date: 6-11-98

Signed: 
for the
Transport Workers Union of Australia
New South Wales Branch

Date: