

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/211

TITLE: National Foods Milk Limited Penrith Electrical Services Agreement
2002-2004

I.R.C. NO: IRC02/2537

DATE APPROVED/COMMENCEMENT: 22 May 2002

TERM: 22 May 2004

NEW AGREEMENT OR VARIATION: Variation. Replaces EA00/312

GAZETTAL REFERENCE: 12 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees who are eligible to be members of the Electrical Trades Union of Australia, New South Wales Branch, in relation to electrical employees employed at National Foods Ltd's facility at Castlereagh Road, Penrith, NSW, engaged in maintenance associated with the receipt, production and distribution of milk and related products.

PARTIES: National Foods Limited -&- Electrical Trades Union of Australia, New South Wales Branch



**NATIONAL FOODS MILK LIMITED PENRITH
ELECTRICAL SERVICES AGREEMENT 2002-2004**

Registered
Enterprise Agreement

Industrial Registrar

1. TITLE

This Agreement shall be known as the "National Foods Milk Limited Penrith Electrical Services Agreement 2002-2004" ("the Agreement").

2. ARRANGEMENT

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3. INCIDENCE AND PARTIES BOUND

This Agreement is made between National Foods Milk Limited(ACN 051 195 272), ("the Company"), and the Electrical Trades Union of Australia, NSW Branch ("the union") on behalf of all employees who are eligible to be members of the Union in relation to electrical employees employed at the Company's facility at Castlereagh Road, Penrith New South Wales ("the site") engaged in maintenance associated with the receipt, production and distribution of milk and related products.

4. OBJECTIVE

The objective of this Agreement is to assist the site in achieving continuous improvement in operational efficiencies, occupational health and safety performance, customer service and waste reduction; and to facilitate employee training.

5. RELATIONSHIP TO AWARD

Where this Agreement is silent, the terms of "Milk Treatment and Distribution (State) Award (Part B)" and the "Electricians & C.(State) 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. DISPUTES RESOLUTION (CONTINUITY OF OPERATIONS)

Any dispute arising out of employment shall be resolved amicably without disruption to normal work. Any claim or grievance shall be referred to the Engineering and Maintenance Manager or Operations Manager. Where an issue cannot be resolved at this level, a meeting shall be held with an official of the Union. If the issue remains unresolved, the matter shall be referred to the Industrial Relations Commission (NSW) for resolution. Whilst this process is being followed, work shall continue as normal provided that Occupational Health and Safety shall not be compromised. (As "normal" means the situation in place immediately prior to the dispute).

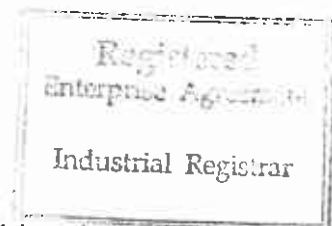
7. CONSULTATION

Site management will meet with employees on a regular basis to review customer service levels, site operations and the effectiveness of this Agreement, including employee numbers. Any operational changes that will have an impact on the site and on employees will be raised in this forum. Where Agreement cannot be reached on any matter, external facilitation may be relied upon.

8. CLASSIFICATIONS SYSTEM AND SALARIES

- a) The allocation and carrying out of work shall be determined by an employees level of skill, competency and training and shall include other such matters pertaining to safety and legislative requirements.
- b) All salaries are paid on an annual basis, without reference to hours worked. The appendix to the Agreement contains the Statement of Principles of Annual Salaries as agreed by the parties to this Agreement. This statement is to be referred to in the event that there is any disagreement arising out of this clause.

Salaries are inclusive of shift penalties, public holidays worked, allowances and on call requirements.



- c) The parties recognise that the intent of this Agreement is not to increase the current number of hours worked, but is to reduce them, as the Company works toward becoming a world class manufacturer.

Under normal circumstances, but consistent with Appendix Two, the Company will not require any employee to work more than twelve (12) hours on any day or more than fifty (50) hours in any week, except in exceptional circumstances such as emergencies or major breakdowns.

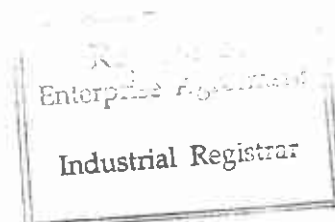
Employees and site management will continue to monitor the hours worked with a view to identifying problem areas and putting in place processes or systems to eradicate root causes permanently.

- d) All salaries shall be paid by EFT to a bank account nominated by the employee.
- e) Salaries are inclusive of all statutory licence requirements.
- f) Employees shall be classified in one of the following classifications:-

Electrical Trades person (Grade 1)

An employee holding a trades certificate and electricians licence in the electrical field who is obtaining industry experience and works under supervision. This level recognises the lack of familiarity with industrial standards, dairy process experience and site knowledge.

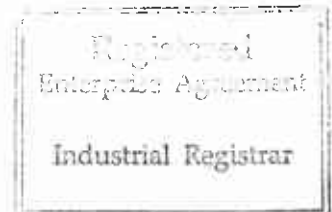
All new employees with previous electrical industry experience will commence on this rate while completing their three month probationary period.



Electrical Trades person (Grade 2)

An employee holding a trades certificate and electrical licence in the electrical field who has proven industry experience of at least 3 years. They provide sustained competent performance and have the skills to :

- Work on a variety of the site maintenance requirements with some supervision.
- Understand site PID and electrical drawings
- Diagnose motor faults and replace motors
- Program VSD's
- Order basic parts
- Installation skills



Electrical Trades person (Grade 3)

An employee who, in addition to satisfying the requirements of Electrical Trades person (Grade 2), provide sustained competent performance and have the skills to :

- Work with minimal supervision and perform the majority of key maintenance requirements on the site.
- Implement process improvements
- Involvement with cross functional project teams
- Basic PLC access and fault finding skills on Allen Bradley and Siemens PLC's

In addition to this, the prospective employee must complete competency based training that enables them to demonstrate they are proficient in one of the specialisations listed below (see Appendix 2)

Electrical Trades Person (Grade 4)

An employee who in addition to satisfying the requirements of Electrical Trades Person (Grade 3) provides sustained competent performance and has the skills to work without supervision in the majority of maintenance requirements on the site. This includes:

- Generate critical parts programs and order all parts
- PLC programming skills for Allen Bradley and Siemens PLC's
- Basic instrumentation skills in fault finding and unit replacements
- Assist in the delivery of operator training

In addition to this, the prospective employee must complete competency based training that enables them to demonstrate they are proficient in two of the specialisations listed below (see Appendix 2).

Electrical Trades Person (Grade 5)

An employee who in addition to satisfying the requirements of Electrical Trades Person (Grade 4) provides sustained competent performance and has the skills to work without supervision in the majority of maintenance requirements on the site. This includes:

- Develop PM programs
- Develop and deliver operator training
- Demonstrate basic project management skills in designing requirements and managing resources.

In addition to this, the prospective employee must complete competency based training that enables them to demonstrate they are proficient in three of the specialisations listed below (see Appendix 2)

Electrical Trades Person (Grade 6)

An employee who in addition to satisfying the requirements of Electrical Trades Person (Grade 5) provides sustained competent performance and has the skills to work without supervision in the majority of maintenance requirements on the site. This includes:

- Full process design and implementation
- Manage site electrical maintenance requirements

In addition to this, the prospective employee must complete competency based training that enables them to demonstrate they are proficient in All of the specialisations listed below (see Appendix 2)

g)

The pre-existing Shift allowance of \$61.25 per week(\$3,185p.a) will be built into the grade allocated salaries in a one off adjustment (see Appendix. One). No provision will be introduced in future Enterprise agreements with regards to financial compensation for working under flexible rotating shift rostering arrangements.

9. SUPERANNUATION

- a) The parties to this agreement understand that the requirements of the governing legislation under the Superannuation Guarantee (Administration) Act 1992 will be met as a minimum.
- b) New employees are required to become members of the Australian Retirement Fund (ARF) or the National Foods Superannuation Plan. All rights and obligations of the Company and the employees in relation to superannuation shall be determined in accordance with the Trust Deed(s) and rules (if any) governing the relevant Fund.
- c) No superannuation contribution shall be made to any other fund. Provided that employees who are already members of the National Foods Superannuation Fund may remain in that fund or any successor.

10. ANNUAL LEAVE

Annual leave shall accrue on the basis of four weeks per annum except shift workers who are regularly rostered to work weekends will receive five weeks annual leave per annum. A loading of 17.5% will be paid upon taking leave. Accrued leave will be paid at the rates contained in this Agreement.

The additional one (1) week of annual leave is to be taken and cannot be paid out except on termination.

11. REDUNDANCY

Redundancy provisions are as follows:

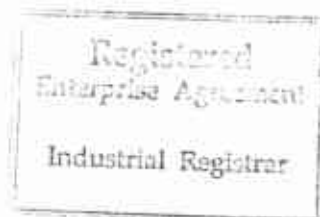
- a) The Company will provide four (4) weeks notice of a proposed redundancy date or payment in lieu. Employees with two or more years' service who are aged 45 years or more will receive an additional one (1) week of notice.
- b) Severance pay shall be four weeks pay for each year of service. This shall be calculated on a pro rata basis to completed quarters, capped at a total of 52 weeks pay.
- c) Annual leave loading shall be paid out on accrued leave only ie. not pro rata leave.
- d) This redundancy provision shall not apply where employment is terminated as a consequence of anything other than redundancy ie. conduct that justifies instant dismissal, including neglect of duty, or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks, for a period of less than twelve months.

12. DURATION

22nd May 2002.
This Agreement shall come into force on ~~1st of January 2002~~ and conclude on ~~31st of December 2004~~. Payment of scheduled increases will occur on ~~1st July 2002, 1st July 2003 and 1st July 2004~~.


13. PRECEDENT

22 May 2004
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.



14. EXECUTION

Signed on behalf of National Foods Limited:



R. Della Vedova
Operations Manager NSW & Queensland

9/4/02

Date

Signed on behalf of the Communications, Electrical and Plumbing
Union of Australia - Electrical Division (NSW Branch):



State Secretary

16.4.02

Date



APPENDIX ONE

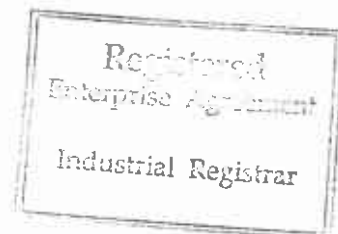
Classification		Annual Salary				
Old Grade	New Grade	Current \$ Amount	+ one off shift adjustment of \$3,185	July 1 st 2002 (3%)	July 1 st 2003 (3%)	July 1 st 2004 (3%)
1	-	-	-	-	-	-
2	1	\$58,307	\$61,492	\$63,337	\$65,237	\$67,194
3	2	\$66,972	\$70,157	\$72,262	\$74,430	\$76,662
4	3	\$77,019	\$80,204	\$82,610	\$85,088	\$87,641
5	4	\$80,870	\$84,055	\$86,577	\$89,174	\$91,849
6	5	\$83,296	\$86,481	\$89,075	\$91,748	\$94,500
7	6	\$85,796	\$88,981	\$91,650	\$94,400	\$97,232


9/4/02

APPENDIX TWO

Specialisations

- Remunerated accreditation can only be gained for one competency per year.
- i) Instrumentation - Able to install, calibrate and fault find flow metres, temperature transmitters, level probes and conductivity meters, etc without supervision. Demonstrate understanding and ability to manage site Instrumentation HACCP program.
- ii) Project Management - Able to manage a project, budget, organise resources, labour and program work from initiation to completion with minimal assistance. Demonstrate by providing two complete project files containing all the information required to successfully manage the projects.
- iii) PLC - Able to de bug, fault find and reprogram PLC's for all equipment except CITEC without supervision. Demonstrate with attendance at accredited external course, project files of changes undertaken, understanding site network and backup & recovery systems.
- iv) CITEC - Able to fault find and modify program of CITEC as required with minimal supervision. Demonstrate with competency in externally accredited course, project file of changes and understanding of change management process.



[Handwritten Signature]
9/14/02

26.0 FLEXIBLE ORDINARY HOURS

Ordinary hours will be based on an average of a thirty-eight-- (38) hour week concept as part of providing improved flexibility to complement business needs for day or shiftwork.

26.1 For the purpose of increased productivity and flexibility. At managements discretion employee(s) may be required to work up to eight (8) ordinary hours and by agreement in writing between the employer and employee(s) up to a maximum of twelve (12) ordinary hours maybe accommodated under this Agreement. Such ordinary hours will be in-accordance with the appropriate State legislation applicable. The site union delegate will be consulted as part of introducing such new arrangements, as applicable.

During the life of this agreement, where there is agreement between the employee/s the union and management, twelve (12) hour shifts may be introduced

Provided, where twelve (12) hour shifts are introduced such arrangements will be evidenced in writing and trialed to the satisfaction of the employer in the first instance to ensure shifts are commercially viable.

26.2 The employer may arrange ordinary hours over five (5) days Monday to Sunday. For ordinary hours worked on weekends employee(s) will be paid weekend premiums as per clause 16.4 of this agreement, as applicable. Overtime will continue to apply for work outside daily ordinary hours or where an average of thirty-eight (38) hours is exceeded.

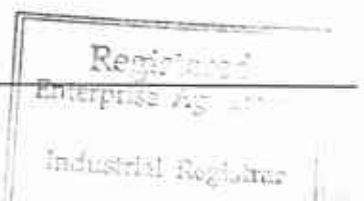
26.3 The day work spread of hours will be arranged between 5:30am to 6:00p.m. By mutual agreement in writing the spread of hours may be extended by one (1) hour either side to accommodate business needs.

26.4 Shift allowances will only be paid when actually working shift work.

26.5 The option of (RDO's) will continue to apply with eight (8) hour shifts. Rostered days off will by a roster maintained by the Distribution Centre Manager and will be taken by agreement with the Distribution Centre Manager.
RDO's may be paid out at the ordinary base rate to meet business needs, or at the request of the employee(s).

26.6 Shift provisions per the Award will apply noting that rostering will be a mix of Monday through Friday and Monday through Sunday as noted in sub Clause 26.8 of this agreement.

26.7 The parties agree that in order to service the current customer a continuous 7-day roster is required to be worked. This shift roster will be worked as required to service the customer needs.
Shift premiums for continuous shifts shall be as per the Award. Weekends as per clause 16.4 of this agreement.



- 26.8 As part of any new hours arrangements the parties may introduce an annualized salary concept to accommodate new hours arrangements, which will be in writing.
- 26.9 Nothing in this agreement shall limit the method in which the thirty-eight--(38) hour week is organised.
- 26.10 Where hour arrangements become commercially unviable, are abused or the customer needs changes, then the employer will subject to consultation give 7 days notice of the need to change hour's arrangement.

27.0 SERVICE LEVELS

The Company shall establish procedures to achieve the customers minimum key performance indicator (KPI) outcomes, to eliminate picking error checking errors and to accurately construct and load pallets for routing and to develop other initiatives.

28.0 OVERTIME

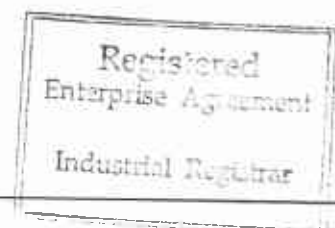
By mutual agreement in writing, between the employee/s and the employer. Employees may in lieu of receiving payment for overtime, take time off in lieu of overtime, such time off is to be taken at ordinary time, that is, one (1) hour off for each hour worked

29.0 ROSTERED OVERTIME

- 29.1 Overtime will not be guaranteed under any circumstances.
- 29.2 The Distribution Centre Manager as is required will allocate such overtime on a roster system, fairly, as to ensure all staff are given equal opportunity.
- 29.3 When a roster is unable to be filled by permanent staff, the overtime will be offered to casual staff.
- 29.4 Overtime on rostered days off will be by a roster authorised by the Distribution Centre Manager only.

30.0 DURESS

This Agreement was not entered into under duress by any of the parties bound by it.



31.0 PUBLIC HOLIDAYS AND PICNIC DAY

31.1 Public Holidays shall be as per the Award.

31.2 Where an employee is rostered for work, and is absent without reasonable cause from his/her employment, on the working day before or the working day after a public holiday or part thereof, without reasonable excuse, or without the consent of the employer. The employee shall not be entitled to payment for such holiday. Reasonable excuse shall be satisfied by certificate from a duly qualified medical practitioner or a statutory declaration. An employee shall notify the employer of such an absence prior to normal starting time wherever practicable.

31.3 Picnic Day Holiday shall be as per subclause (ii) of Clause 24 of the award. The designated day shall be the first Monday in May each year, unless that day coincides with a Public Holiday. In which case the following Monday will substitute

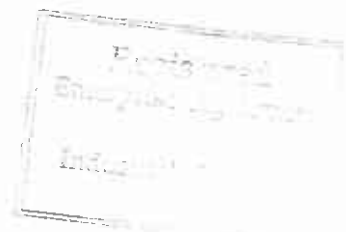
32.0 SICK LEAVE ENTITLEMENT

Sick leave will be as per the award, provided sick leave will be calculated on an hourly basis on the base rates in this Agreement. The employee is required to notify the intended absence one (1) hour prior to the commencement of the shift

In the first year an employee will be entitled to five (5) days or thirty eight (38) hours, in the second and subsequent years the employee will be entitled to ten (10) days or seventy six (76) hours per year.

An employee will inform the company as early as possible before the start of his / her regular shift, of his / her inability to attend for duty and as far as practicable the estimated duration of the absence. Where an employee fails to notify the company prior to the commencement of shift, without satisfactory explanation, he / she will lose claim to sick leave for the whole of such absence.

The company will require a medical certificate from a qualified Medical practitioner for more than (1) consecutive shift absent, but at its discretion may accept a Statutory Declaration.



33.0 CASUALS

A casual employee is an employee engaged as such and paid by the hour. Casuals maybe engaged in day/shiftwork for two (2) separate periods as part of a 38 hour week concept and shall occur as required by the company. A minimum engagement will be four (4) hours.

33.1 A casual employee shall not be entitled to provisions such as but not limited to: -

- Termination notice
- Redundancy provisions
- Annual leave
- Sick leave
- Bereavement leave
- Public holidays
- Jury service
- Parental/maternity leave, etc.
- Accident make up pay.

33.2 The company shall wherever practical notify a casual employee where services are not required the next working day or at the end of a period of casual work.

33.3 Casuals maybe employed in a business on continuous engagements at the discretion of the company for a short period. Such short period is deemed to be a minimum of 12 months.

33.4 A casual employee for all ordinary time worked shall be paid an hourly rate of 1/38th of the weekly base wage rate in this agreement, plus a 15% (casual loading). Plus 1/12th in lieu of annual leave, as per the annual Holidays act 1944, as amended.

34.0 ANTI DISCRIMINATION

(Please refer to clause 39 – Anti – Discrimination of the Award).



Signatories

Signed for and on behalf of

D. Hy
Mayne Logistics
Senior Manager

Date 24 / 4 / 02

[Signature]
Witnessed by

Date 24 / 4 / 2002

G. ROGERS.
(Print Name)



Signed for and on behalf of

D Belan
National Union of Workers
New South Wales Branch
State Secretary

Date 6 / 5 / 2002

[Signature]
Witnessed by

Date 6 / 5 / 2002