

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/184

**TITLE: Dairy Farmers, Australasian Meat Industry Employees
Union and Bomaderry Plant Site Clerical, Maintenance and
Service Employees Enterprise Agreement 2003**

I.R.C. NO: IRC3/4133

DATE APPROVED/COMMENCEMENT: 1 August 2003

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**NEW AGREEMENT OR
VARIATION:** Replaces EA00/276

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DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged at the Bomaderry plant site, (excluding employees covered by the Milk Treatment etc and Distribution (State) Award, Rural Trading employees, employees engaged in Country Stores and employees exempted by clause 40 of the Clerical and Administrative Employees (State) Award), in the classifications set out in Appendix A to the Agreement.

PARTIES: Australian Co-operative Foods Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch, Brian Battle, Phillip Beckett, Warren Dex Brock, Timothy Wayne Goodsell, Kirsty Greer, David Groom, Louise Hamill, Vianca Heitmann, Susan McIlveen, Alan Enoch Rodgers, James Taylor, Leanne Waters, Deidre Zanuttini

DAIRY FARMERS, AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION AND BOMADERRY PLANT SITE CLERICAL, MAINTENANCE AND SERVICE EMPLOYEES ENTERPRISE AGREEMENT

1. Title

This Agreement shall be known as the Dairy Farmers, Australasian Meat Industry Employees Union NSW Branch and Bomaderry Plant Site Clerical, Maintenance and Service Employees Enterprise Agreement 2003 ("the Agreement").

2. Arrangement

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3. Parties, Area and Incidence

This Agreement is made between Australian Co-operative Foods Limited (trading in New South Wales and herein called Dairy Farmers), the Australasian Meat Industry Employees' Union NSW Branch and clerical, maintenance and service employees engaged at its Bomaderry plant site, (excluding employees covered by the Milk Treatment etc and Distribution (State) Award, Rural Trading employees, employees engaged in Country Stores and employees exempted by clause 40 of the Clerical and Administrative Employees (State) Award), in the classifications set out in Appendix A to the Agreement.

4. Supersession of Previous Agreements/Awards

Except as provided by clause 5, this Agreement supersedes all awards and agreements which would otherwise apply to employees bound by this Agreement.

5. Rates of Pay and Relationship to Award

- (i) Dairy Farmers will increase the current ordinary time rates as follows:
 - a) 3% from the first pay period on or after 27th June 2003
 - b) 3% from the first pay period on or after 27th January 2004
 - c) 3% from the first pay period on or after 27th August 2004
 - d) 3% from the first pay period on or after 27th March 2005
 - e) 3% from the first pay period on or after 27th November 2005

The new ordinary time rates are detailed in Appendix B

- (ii) The awards listed at Appendix D will regulate the rates of pay and conditions of employment of employees covered by this Agreement except to the extent that such rates and/or conditions of employment are inconsistent with this Agreement in which case the provisions of this Agreement shall apply. There shall be no further pay increases during the currency of this Agreement except where consistent with the provisions of a NSW State Wage Case decision. It is further agreed that any such increase shall be processed by way of a variation to this Agreement pursuant to Section 43 of the Act.

6. Allowances

- (i) Dairy Farmers will increase the current first aid, meal, leading hand, tool, laundry and shift allowance in line with the increases in current ordinary time rates.
- (ii) A Cold Room allowance will be paid to employees required to perform their entire shift within a fully enclosed refrigerated warehouse or fully enclosed refrigerated distribution centre, where temperatures are artificially reduced below 5 degrees Celsius.

The monetary rates arising from this clause detailed in Appendix C to this Agreement.

7. Objectives

The objectives on the Bomaderry Plant site are:

Continuous improvement in quality of products and customer service.

Satisfying consumers with value for money products.

A work environment where people can contribute to the progress of the site.

Harmonious work environment based on team structure.

Continuous employee training and development.

Clear and well understood individual performance goals developed in consultation with employees.

Full support for marketing, sales and new product programs.

Maintenance of high quality standards in product composition, presentation and distribution.

Behaviour of every employee which reflects Dairy Farmers values.

Strict compliance with the Settlement of Disputes Clause of the Agreement to ensure continuity of operations in all circumstances.

Meeting these objectives is vital to the future of Dairy Farmers and the job opportunities of employees on this site.

The parties recognise the need to find new and better ways to compete in order to ensure a viable business which achieves these objectives now and in the future, and are committed to:

Striving for excellence in everything we do;

Demonstrating a willingness to learn and develop;

Safeguarding employees, plant, equipment and the business;

Participating in business activities including team meetings, quality and safety audits;

Promoting Dairy Farmers image in the community;

Achieving flexible working arrangements;

Improving operating costs, reducing overheads and ensuring delivery performance.

8. Productivity:

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

9. Quality Through Commitment (QTC)

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

Active employee participation in QTC teams.

The identification of best practice in the key areas of site operations and the continuing implementation of workplace reform to achieve best practice.

The development of work organisation structures which are more flexible and efficient.

A continuing skills enhancement program which maximises the skills of every individual and gives each person more interesting and productive work.

Maintaining a safe and healthy work place.

A participative process which values the involvement and ideas of all employees.

10. Good Manufacturing Practices

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

11. Multi-Skilling

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

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

Multi-Skilling Examples:

- (i) Engine drivers and firemen will carry out fitting and restricted electrical work.
- (ii) Production, distribution and stores employees will perform machine adjustments, running repairs and routine mechanical maintenance.
- (iii) Mechanical trades employees will perform restricted electrical work and production work.
- (iv) Electrical trades employees will perform minor mechanical maintenance and production work.
- (v) Production, distribution, stores and trades (mechanical and electrical) employees will perform transport/driving duties.

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

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

12. Payment By E.F.T.

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

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

- (i) All employees on the site agree that the following hours of work provisions best meet the operating requirements of the site and that they will continue or be implemented upon approval of this Agreement. A variety of the following working patterns may be implemented in different sections or departments of the site as appropriate.

Dairy Farmers shall not alter the roster of an employee's ordinary hours of work without giving at least 7 days notice, provided that an employee and Dairy Farmers may agree to a notice period of not less than 24 hours.

- (ii) The weekly ordinary hours of work shall be 38 hours per week or an average of 38 hours per week being calculated over an employee's work cycle.
- (iii) Systems of working the 38 hour week
 - (a) Rostered Day Off (RDO) System

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

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

- 1) By an employee electing to take RDO's as leisure days. An RDO taken as a leisure day uses 7.6 hours from the employee's RDO bank.
- 2) By an employee electing not to take RDO's as leisure days and instead receiving payment for their full RDO bank accrual at 30th June each year.
- 3) By an employee electing not to take RDO's as leisure days and instead receiving payment for their full RDO bank each pay week.
- 4) An employee's election for option (1) (2) or (3) above must be made within two weeks of commencing employment. An election once having been made shall not be changed other than at 1st July each year except through unforeseen circumstances. An employee is entitled to consult with their Union Delegate both prior to making their initial election and when considering any subsequent change of election.
- 5) An employee who elects to receive payments instead of taking RDO's as leisure days, shall not have these payments included for the purposes of calculation of annual and long service leave entitlements, i.e. RDO payments do not form part of the ordinary pay of the employee.
- 6) An employee who elects to utilise their RDO bank as described in (1) or (2) above may request that the full RDO bank be paid to him or her at any time during the year.
- 7) An employee who elects to utilise their RDO bank as described in (1) above will be paid for the value of any banked RDO hours in excess of 6 days (45.6 hours) at 30th June each year.
- 8) RDO's will be rostered in advance to meet the operating requirements on each site and will be taken on Mondays to Fridays. RDO's will not necessarily be rostered to coincide with public holidays or an employee's weekly days off. Dairy Farmers shall not alter the roster of an employee's RDO's without giving at least 7 days notice, provided that an employee and Dairy Farmers may agree to alter an RDO with a notice period of not less than 24 hours.

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

- (b) Fixed Hours system

By employees actually working up to 10 ordinary hours each day in one of the following work cycles:

38 ordinary hours within a work cycle not exceeding 7 consecutive calendar days: or
76 ordinary hours within a work cycle not exceeding 14 consecutive calendar days; or
114 ordinary hours within a work cycle not exceeding 21 consecutive calendar days; or
152 ordinary hours within a work cycle not exceeding 28 consecutive calendar days.

- e.g. 5 x 7.6 hours in a 7 day cycle
or 4 x 8 hours and 1 x 6 hours in a 7 day cycle
- or 4 x 9.5 hours in a 7 day cycle
- or 3 x 10 hours and 1 x 8 hours in a 7 day cycle
- or a combination of days and hours over a 14, 21 or 28 calendar day cycle to achieve an average of 38 ordinary hours per week.

Within the fixed hours system, overtime is payable after the conclusion of the ordinary hours rostered for that day

The working of a fixed hours system is subject to the agreement of Dairy Farmers and the majority of employees in the section or sections or department concerned.

14. Starting and Finishing Times

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

15. Meal/Crib Breaks

The time of taking meal/crib breaks may be staggered to meet operational requirements. During meal/crib breaks employees will be required to relieve other employees in any role they are capable of performing. Any breaks other than meal/crib breaks must be authorised by the employee's Supervisor.

16. Overtime

- (i) Dairy Farmers may utilise full-time employees, part-time employees, casual employees and employees of labour hire firms to work ordinary hours and overtime hours as required to meet operating requirements of the business.
- (ii) Dairy Farmers may require an employee to work reasonable overtime at overtime rates, taking account of any risk to employee health and safety, the employee's personal circumstances including any family responsibilities and the operational requirements of the business.
- (iii) Dairy Farmers will only require overtime to be worked when work cannot be performed during ordinary hours.
- (iv) An employee on rehabilitation or suitable duties may only work overtime if overtime is required to complete the work covered by the approved rehabilitation plan or suitable duties.

17. Reasonable Overtime Hours

- (i) An employee shall not work for a continuous period in excess of twelve hours, (i.e. 8 hours ordinary time plus 4 hours overtime, or 10 hours ordinary time plus 2 hours overtime) excluding meal breaks, from the time of commencing work.
- (ii) No employee may work more than three straight twelve hour shifts (i.e. 8 hours ordinary time plus 4 hours overtime, or 10 hours ordinary time plus 2 hours overtime).
- (iii) In exceptional circumstances only, Dairy Farmers may extend the overtime hours in subclauses (i) and (ii) above.
- (iv) If an employee is absent without authority on the day prior to scheduled overtime, the employee will not be eligible to work that scheduled overtime.

18. Sick Leave

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

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

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

19. Absence

On return to work from any absence including annual leave, long service leave, extended sick leave and workers compensation, every employee must report to their Supervisor or other nominated person before commencing work.

20. Probationary Period

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

Existing employees who are moved to a higher grade will be engaged in the new position for a probationary period of up to three months. If, during the probationary period, it is deemed by Dairy Farmers that the employee is unable to competently perform the duties and functions of that higher grade, they will revert to their former position at the rates and conditions applying to that position.

21. Abandonment of Employment

An employee who is absent from work for three consecutive days or more without the consent of Dairy Farmers and who has not made contact with his or her Supervisor or Manager shall be deemed to have abandoned his or her employment and shall be paid entitlements up to and including the last day worked.

22. Sunday Shift Work

Rostered shift workers under the Butter and Cheese and Other Dairy Products (State) Award working an ordinary shift on a Sunday shall be paid at the rate of time and three-quarters; provided that all time in excess of eight (8) hours shall be paid for at double time.

23. No Smoking

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

24. Alcohol and Drugs

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

25. Workplace Video Surveillance

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

26. KPI's

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

27. Employee Training and Skill Development

- (i) The parties to this Agreement recognise that in order to ensure the efficiency, productivity and international competitiveness of Dairy Farmers, an ongoing commitment to structured training and skill development is required. Accordingly, the parties commit themselves to developing a highly skilled and flexible workforce and providing career opportunities through appropriate structured training.
- (ii) Training and skill development courses are trade, technical, vocational and other courses required by Dairy Farmers and conducted by accredited educational institutions and providers.

- (iii) Wherever practicable required training and skill development courses will be carried out during normal working time.
- (iv) On any day an employee attends an approved training course in addition to working ordinary hours or overtime as prescribed by this Agreement payment for all time spent in attendance at such approved training course shall be at the ordinary time rate of pay.
- (v) This clause does not apply to employees undertaking further education in their own time as part of their personal career development plans under the Dairy Farmers Self Education Assistance Policy, or employees voluntarily undertaking programs in their own time at a Dairy Farmers Learning Centre.

28. Loss of Licence

An employee who is legally prevented from performing driving duties associated with their classification for up to one month will be given the option of taking accrued annual leave or long service leave and, in the absence of any accrual, leave without pay. Dairy Farmers may offer alternative work when available.

An employee who is legally prevented from performing driving duties associated with their classification for more than one month will be dismissed. Provided that, as an alternative to dismissal, an employee who has sufficient fully accrued annual leave or long service leave to cover the period of disqualification will be given the option to take such leave.

29. Removal of Dairy Farmers Property

Employees are not permitted to take any Dairy Farmers product, material or equipment from Dairy Farmers premises without the signed authority of the Site Manager. Unauthorised removal of product or equipment may result in dismissal. As a condition of employment, employees authorise Dairy Farmers to inspect the employee's bag and motor vehicle on or leaving Dairy Farmers premises.

30. Supervisors

Supervisors may assist where necessary in production, distribution and other processes provided they do not do so in such a way as to take work from employees covered by the classifications appearing in Appendix A of this Agreement.

31. Superannuation

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

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

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

- (ii) Casual Employees

All contributions will be paid to ASSET

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

32. Emergency Services Leave

- (i) Dairy Farmers will assess, on a case by case basis taking into account site operating requirements, requests for leave to attend emergencies from full-time and part-time employees who are members of the SES and Bush Fire Brigade.

- (ii) All leave must be approved in advance.
- (iii) The employee shall provide proof of membership of the SES or Bush Fire Brigade and proof of attendance at the emergency.
- (iv) Payment for emergency services leave will be at the employee's Agreement rate (see Appendix B).

33. Defence Force Reserves

- (i) Taking into account site operating requirements, Dairy Farmers will grant up to two weeks additional leave each year to a full-time or part-time employee required to attend the annual Reserves continuous camp or exercise.
- (ii) Additional leave is not available to attend the initial Recruit Course or training programs and exercises other than the annual two-week camp or exercise.
- (iii) Employees requesting Reserves leave must apply in writing 4 weeks prior to the commencement of the leave.
- (iv) During the annual camp or exercise, the employee's pay will be made up by Dairy Farmers to the employee's Agreement rate (see Appendix B) if the Reserve pay and allowances are lower.

34. Redundancy

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

- (d) Pro-rata long service leave with no minimum service requirement;
 - (e) Payment for annual leave loading on all accrued annual leave, including pro-rata;
 - (f) A written statement of service containing details of the service and reason for termination.
- (vii) In the event Dairy Farmers obtains acceptable alternative employment for an employee and the employee accepts such acceptable alternative employment, or there is a succession, assignment or transmission of all or a part of Dairy Farmers business:
- (a) a redundancy as described in this clause will not have taken place;
 - (b) the employee will resign from Dairy Farmers; and
 - (c) there will be no entitlement to the redundancy benefits in subclause (vi) of this clause.
- (viii) In the event the employee is re-deployed within Dairy Farmers:
- (a) a redundancy as described in this clause will not have taken place; and
 - (b) there will be no entitlement to the redundancy benefits in subclause (vi) of this clause.

35. Nominal Term

This Agreement comes into force on being approved by the Commission and expires on 27th November 2005. The Agreement may be varied or terminated in accordance with the *NSW Industrial Relations Act*.

36. Declaration

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

37. No Extra Claims

The parties to this Agreement will not pursue any extra claims during the term of the Agreement relating to wages, allowances or changes to conditions of employment or any other matters related to the employment of the employees, whether dealt with in the Agreement or not.

38. Settlement of Disputes

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

- (i) Where any problem, complaint, query, misunderstanding, or grievance arises, the matter shall first be raised with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.
- (ii) In the event that the matter remains unresolved, the Union Delegate will attempt to resolve the matter with the Manager of the work area. The Manager will make every effort to respond within 24 hours.
- (iii) In the event of failure to resolve the matter at job level, discussion will take place between a Union Organiser and a Senior Manager on the site.
- (iv) If the matter is still unresolved, the Union Secretary or his/her representative will confer with Senior Management of Dairy Farmers.

- (v) In the event of no agreement still being reached, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (vi) Normal work must continue under the Agreement and the relevant awards and no bans or industrial action of any kind shall take place whilst this procedure is being followed.

APPENDIX A

SKILLS-BASED CLASSIFICATION STRUCTURE

1. Objective

The primary objective of continuing a skills-based classification structure is to provide a sound framework for developing and rewarding employees in a fair and equitable manner. By establishing an integrated structure with defined competency and training requirements at each level, avenues for career pathing will become clearer. In turn, this will provide increased opportunities for structured individual development and progression.

Employees will benefit through opportunities to develop potential and increase their skill-base and through the more interesting and challenging work that will be required in each of the roles. Dairy Farmers will benefit through a structured organisation of work which will clearly define the skills required to achieve Dairy Farmers goals, more efficient and skilled employee performance, and increased flexibility of resources to meet changing customer needs.

2. Classification Structure

The classification structure has eleven levels. Complexity of work increases from Level 1 to Level 11. Classification is based on an analysis of the education, training responsibilities, interpersonal and communication skills, work context and technical skills required in each role. Roles of similar overall complexity have been grouped together and are clearly differentiated from roles in the levels above and below.

(i) Training

Two types of training will be provided to enable employees to meet the required competencies within their respective roles.

(a) Core Training Modules

These modules refer to training which is relevant to competent performance in all roles within a particular classification level. Employees will be required to complete all of the Core Training Modules specified for classification levels up to and including the level in which they are classified.

(b) On-Job Training

Structured on-job training will be provided to enable all employees to achieve the required level of competence in their respective roles, including training to perform Additional Requirements.

(ii) Multi-skilling

Multi-skilling is an integral aspect of the classification structure. Employees will be required to multi-skill in accordance with Clause 9 of the Agreement.

(iii) Skill Flexibility

Employees will continue to be required to perform any work for which they are trained and qualified (including meeting any legal requirements). This will apply both within their current level, and at lower classifications levels.

(iv) Periodical Review of Roles

Employees will continue to participate in programs designed to improve quality and efficiency. It is therefore likely that roles will naturally evolve over time as employees become more highly skilled and accountable in their work. To ensure that roles are classified fairly, there will be regular reviews of roles by Dairy Farmers, each review to occur within twelve months of the previous review.

3. Employees Classification

(i) Initial Classification

Employees will be classified at the level for which they have principally been engaged and trained.

(ii) Subsequent Movement to a Higher Classification Level

Generally, once employees are competent in all aspects of their roles, they will be encouraged to continue to develop their skills and work towards progressing through the structure. Movement to a higher classification level can only occur when:

the employee meets all of the criteria (Core Modules, Basic Requirements, Qualifications/Licensing and Additional Requirements for the Role) for the present classification level, the lower classification levels and the higher classification level; and

a role is available (with the exception of any of the multi-skilled roles), or the present role is re-classified by Dairy Farmers as a result of sufficient additional skills and responsibility; and

the employee has been assessed by a qualified assessor as being competent in the role.

4. Classification Levels and Roles

Within each level, employees are required to:

- (i) demonstrate competence in their roles, undertaking training where necessary,

and

- (ii) undertake training during the period of the Agreement to achieve competence in the Additional Requirements, as specified in the following section of this Agreement.

Technician Level 1

Core Modules:

Dairy Farmers Induction Program

Role:

Entry Level Role:

Initial training period for Level 2 functions

Technician Level 2

Core Modules:

Apply safe work practices

Apply basic quality assurance

Food safety practices

Communicate in the workplace

Apply basic mathematical concepts

Manually clean and sanitise equipment

Customer service

Use manual handling equipment

Pack product manually

Locate industry and Dairy Farmers products and processes.

Roles:

Site Cleaner

Office Cleaner

Production Assistant 1

Storeperson

Gardener

Technician Level 3

Qualifications:

Food Processing Certificate Level 1

Core Modules:

Collect, present and apply workplace information

Implement occupational health and safety principles and procedures

Participate in teams

Roles:

Production Assistant 2

Additional Requirements:

Detailed machine knowledge

Knowledge of products and customer requirements

Knowledge of finished goods handling procedures

Storeperson-Distribution Centre 1

Additional Requirements:

Knowledge of distribution runs and packaging functions for distributors.

Knowledge of range of products.

Basic knowledge of customer requirements.

Technician Level 4

Qualifications:

Food Processing Certificate Level 2

Core Modules:

Implement the quality system

Implement the food safety plan

Apply sampling techniques

Conduct routine tests

Measure and calculate routine data

Use information technology devices in the workplace

Basic Requirements

Demonstrate competence in:

Knowledge of site O.H. and S., environmental and quality systems

Knowledge of the products manufactured on the site

Basic PC skills

Ability to contribute to decision making in a team environment

Roles:

Machine Operator

Additional Requirements:

Operating the machine as per the standard operating procedures

Basic machine adjustments and maintenance

Training of other operators

Understanding of sampling and product testing techniques

Batcher/Mixer

Additional Requirements:

Operating the batching process as per the standard operating procedures

Product testing and sampling techniques

Storeperson - Warehouse

Qualifications/Licensing:

Forklift Licence

Additional Requirements:

Stock entry techniques

Stock control and reconciliation

Generation of reports and data entry techniques

Compilation of orders

Basic forklift maintenance

Understanding of product properties & customer requirements

Crate Operator

Qualifications/Licensing:

Forklift Licence

Class 5 B Licence

Additional Requirements:

Operation of prime movers & trailers

Basic forklift maintenance

Operation of trailer refrigeration

Storeperson - Distribution Centre 2

Qualifications/Licensing:

ForkLift Licence

Additional Requirements:

Knowledge of customer and depot requirements

Knowledge of distribution runs

Order picking routine for distribution runs

Understanding stock histories & daily control procedures

Detailed knowledge of product range

Technician Level 5

Core Modules:

Monitor the implementation of the occupational health and safety program

Monitor the implementation of the food safety plan

Diagnose & rectify equipment faults.

Basic Requirements

Demonstrate competence in:

Monitoring the site & Dairy Farmers O.H. and S, environmental and quality systems

Basic laboratory, chemical & microbiological testing techniques

Basic knowledge of plant operations

Working in Excel & Word worksheets

Communication and participating in team decision making

Roles:

Evaporator Operator:

Qualifications/Licensing:

Milk Grading Certificate

Food Processing Certificate Level 2

Evaporator Operator's Certificate

Additional Requirements:

Operation of evaporator & associated equipment as per standard operating procedures

Understanding of basic microbiology

Knowledge of evaporator process

Knowledge of sampling and sub sampling procedures

Performing routine chemical assessment tests

Laboratory Technician 1

Qualifications/Licensing:

Milk Grading Certificate

Milk Testing Certificate

Food Processing Certificate level 2

Additional Requirements:

Sampling and sub-sampling procedures

Complete chemical analysis and microbiology testing

Understanding packaging & control room functions

Farm identification and farm collection procedures

Multi-skilled Operator 1

Qualifications/Licensing:

Milk Grading Certificate

Food Processing Certificate Level 2

Additional Requirements:

Demonstrated competence in two or more Level 4 roles

Clerk 1

Additional Requirements:

Understanding customer requirements

Product knowledge

Word and Excel software

Using Dairy Farmers information technology systems

Technician Level 6

Core Modules:

Monitor the implementation of the quality system

Analyse and convey workplace information

Conduct assessments in accordance with an established procedure

Prepare training

Operate a system

Basic Requirements

Demonstrate competence in:

Implementation of site and Dairy Farmers O.H. and S., environmental and quality systems

Knowledge of preparing HACCP and flow process charts

Communication skills and team leadership

Working in and building Excel worksheets

Roles:

Control Room Operator 1

Qualifications/Licensing:

Food Processing Certificate Level 3

Milk Testing Certificate

Milk Grading Certificate

Milk Pasteurisation Certificate

Fire Tube Boiler Certificate

Additional Requirements:

Operation of all control room activities as per the standard operating procedures

Basic operations of process control systems

Basic operations of all processing and packaging equipment and procedures

Product testing and sampling techniques

Laboratory Technician 2

Qualifications/Licensing:

Food Processing Certificate Level 3

Milk Grading Certificate

Milk Testing Certificate

Degree, Advanced TAFE Certificate or Associate Diploma in Food or Science disciplines

Additional Requirements:

Understanding of control room operations

Knowledge of Australian Standard Methods for testing

Understanding of evaporator operations

Plant Service Person

Qualifications/Licensing:

Milk Grading Certificate

Open class Boiler Certificate

Refrigeration Certificate

Food Processing Certificate Level 2

Clerk 2

Additional Requirements:

Advanced Word & Excel software

Implementing and monitoring Dairy Farmers information technology systems

Understanding customer requirements

Product knowledge

Technician Level 7

Core Modules:

Advanced PC skills

Report writing skills

Time management

Workplace Trainer Certificate 1

Basic Requirements Demonstrate competence in:

O.H. and S, environmental and quality systems risk assessments

Communication and team leadership

Excel and Word worksheets

Delivery of training to other staff

Roles:

Driver

Qualifications/Licensing:

Milk Grading Certificate

Class 5B Licence

Advanced Driver Certificate

Minimum 2 years on-road experience

Food Processing Certificate Level 2

Additional Requirements:

Operating the site and Dairy Farmers O. H. and S., environmental and quality systems

Farm collection operations as required by the Code of Practice for farm collection

Location and identification of farms

Basic knowledge of distribution transport activities

Basic mechanical and auto-electrical knowledge

Fitter

Qualifications/Licensing:

Milk Grading Certificate

TAFE Trade Certificate - Mechanical

Food Processing Certificate Level 2

Additional Requirements:

Basic understanding of plant operational functions

Basic understanding of operational functions of processing, services and packaging equipment

Multi-skilled Operator 2

Additional Requirements:

Demonstrated competence in two or more production or maintenance Level 6 roles.

Technician Level 8

Basic Requirements

Demonstrate competence in:

Identifying and analysing O.H. and S., environmental and quality systems risks

Time management
Decision making
Communication and team leadership
Excel and Word worksheets
Access software.

Roles:

Multi-skilled Dairy Technician

Qualifications/Licensing:

Degree or Associate Diploma in Food or Science disciplines
Milk Grading Certificate
Milk Pasteurisation Certificate
TAFE Supervisors Course
Milk Testing Certificate
Food Processing Certificate Level 3

Additional Requirements:

Performing all the functions relating to the laboratory operations
Detailed knowledge of the functions relating the control room operations
Detailed knowledge of the functions relating to the evaporation and filling operations
Detailed knowledge of the functions relating to the distribution warehouse operations
Capacity for organisational, leadership and decision making skills

Control Room Operator 2

Qualifications/Licensing:

Milk Grading Certificate
TAFE Supervisors Course
Milk Testing Certificate
Milk Pasteurisation Certificate
Food Processing Certificate Level 3
Fire Tube Boiler Certificate

Additional Requirements:

Detailed knowledge of process control hardware and software

Performing chemical and bacteriological tests on products during receipt and processing operations

Developing and training control room operators

Implementing and maintaining QA systems

Preparing instructions and reports

Capacity for organisational, leadership and decision making skills

Technician Level 9

Basic Requirements

Demonstrate competence in:

Identifying, implementing and analysing O.H. and S., environmental and quality systems risks

Time management

Analysing and planning approaches to technical problems or management requirements

Communication and team leadership

Excel and Word worksheets

Access software

Roles:

Mechanical Tradesperson

Qualifications/Licensing:

TAFE Trade Certificate - Mechanical

Refrigeration Engine Driver's Certificate

Boiler Certificate

Post Trade Industrial Hydraulics and Pneumatics

Food Processing Certificate Level 2

Additional Requirements:

Principles and operation of the trade waste system

Operational knowledge of plant and plant layout

Operational knowledge of process and packaging equipment

Working with teams to achieve objectives

Electrical Tradesperson

Qualifications/Licensing:

TAFE Trade Certificate - Electrical

Milk Grading Certificate

Refrigeration Engine Driver's Certificate

Food Processing Certificate Level 2

Additional Requirements:

Operational knowledge of plant and plant layout

Operational knowledge of process and packaging equipment

Working with high voltage electricity

Working with teams to achieve objectives

Technician Level 10

Basic Requirements

Demonstrate competence in:

Identifying, implementing and analysing O.H. and S, environmental and quality systems risks

Time management

Analysing and planning approaches to technical problems or management requirements

Taking responsibility for own outputs in relation to broad quantity and quality parameters

Communication and team leadership

Excel and Word worksheets

Access software

Broad knowledge of processes and equipment

Broad understanding of plant production scheduling

Roles:

Plant Electrician

Qualifications/Licensing:

TAFE Trade Certificate - Electrical

Milk Grading Certificate

Electrical Licence

Food Processing Certificate Level 2

Additional Requirements:

Operational knowledge of plant and plant layout

Operational knowledge of process and packaging equipment

Working with high voltage electricity

Working with teams to achieve objectives

Multi-skilled Tradesperson

Qualifications/Licensing:

TAFE Trade Certificate - Mechanical

TAFE Trade Certificate - Electrical

Milk Grading Certificate

Food Processing Certificate Level 2

Additional Requirements:

Broad knowledge of processes and equipment

Broad knowledge of plant production scheduling

Working with teams to achieve objectives

Technician Level 11

Basic requirements

Demonstrate competence in:

Identifying, implementing and analysing O. H. and S., environmental and quality systems risks

Time management

Analysing and planning approaches to technical problems or management requirements

Taking responsibility for own outputs in relation to broad quantity and quality parameters

Communication and team leadership

Excel and Word worksheets

Access software

Role:

Electronics Tradesperson

Qualifications/Licensing:

TAFE Trade Certificate

Post Trade - Electronics

Milk Grading Certificate

Electrical Licence

Food Processing Certificate Level 2

Additional Requirements:

Operational knowledge of plant and plant layout

Operational knowledge of process and packaging equipment

Working with high voltage electricity

Working with teams to achieve objectives

APPENDIX B

ORDINARY TIME RATES

| Classification | Current Rate | First Pay Period on or after: | | | | |
|---------------------|--------------|-------------------------------|----------|----------|----------|----------|
| | | 27.06.03 | 27.01.04 | 27.08.04 | 27.03.05 | 27.11.05 |
| Technician Level 1 | 536.10 | 552.20 | 568.70 | 585.80 | 603.40 | 621.50 |
| Technician Level 2 | 562.10 | 579.00 | 596.30 | 614.20 | 632.60 | 651.60 |
| Technician Level 3 | 568.90 | 586.00 | 603.50 | 621.70 | 640.30 | 659.50 |
| Technician Level 4 | 582.40 | 599.90 | 617.90 | 636.40 | 655.50 | 675.20 |
| Technician Level 5 | 605.20 | 623.40 | 642.10 | 661.30 | 681.20 | 701.60 |
| Technician Level 6 | 662.50 | 682.40 | 702.80 | 723.90 | 745.60 | 768.00 |
| Technician Level 7 | 672.50 | 692.70 | 713.50 | 734.90 | 756.90 | 779.60 |
| Technician Level 8 | 716.10 | 737.60 | 759.70 | 782.50 | 806.00 | 830.20 |
| Technician Level 9 | 745.30 | 767.70 | 790.70 | 814.40 | 838.80 | 864.00 |
| Technician Level 10 | 777.10 | 800.40 | 824.40 | 849.20 | 874.60 | 900.90 |
| Technician Level 11 | 872.90 | 899.10 | 926.10 | 953.80 | 982.50 | 1,011.90 |

APPENDIX C

ALLOWANCES

1. BUTTER, CHEESE & OTHER DAIRY PRODUCTS (STATE) AWARD

| | First Pay Period on or after: |
|--|-------------------------------|
|--|-------------------------------|

| | | Current | 27.06.03 | 27.01.04 | 27.08.04 | 27.03.05 | 27.11.05 |
|-------|---|---------|----------|----------|----------|----------|----------|
| (i) | Leading Hand per Week | | | | | | |
| | In charge of 2 - 10 | 13.39 | 13.79 | 14.20 | 14.63 | 15.07 | 15.52 |
| | In charge of more than 10 | 16.13 | 16.61 | 17.11 | 17.62 | 18.15 | 18.69 |
| (ii) | Meal | 6.61 | 6.80 | 7.01 | 7.22 | 7.43 | 7.66 |
| (iii) | First Aid per week | 10.05 | 10.35 | 10.66 | 10.98 | 11.31 | 11.65 |
| (iv) | Laundry per week | 5.24 | 5.39 | 5.55 | 5.72 | 5.87 | 6.07 |
| (v) | Cold Room per hour | 0.47 | 0.48 | 0.49 | 0.51 | 0.52 | 0.54 |
| (vi) | Shift per shift | | | | | | |
| | Early morning | 8.55 | 8.80 | 9.07 | 9.34 | 9.62 | 9.91 |
| | Afternoon | 11.20 | 11.53 | 11.88 | 12.23 | 12.60 | 12.98 |
| | Night | 14.13 | 14.55 | 14.99 | 15.44 | 15.90 | 16.38 |
| | Fixed Afternoon/ Night per shift extra | 1.57 | 1.61 | 1.66 | 1.71 | 1.76 | 1.82 |

2. CLERICAL & ADMINISTRATIVE EMPLOYEES (STATE) AWARD

| | | First Pay Period on or after: | | | | | |
|------|--------------------|-------------------------------|----------|----------|----------|----------|----------|
| | | Current | 27.06.03 | 27.01.04 | 27.08.04 | 27.03.05 | 27.11.05 |
| (i) | Meal | 10.19 | 10.49 | 10.81 | 11.13 | 11.46 | 11.81 |
| (ii) | First Aid per week | 8.88 | 9.14 | 9.42 | 9.70 | 9.99 | 10.29 |

3. METAL & ENGINEERING INDUSTRY (NEW SOUTH WALES) AWARD

| | | First Pay Period on or after: | | | | | |
|-------|------------------------------|-------------------------------|----------|----------|----------|----------|----------|
| | | Current | 27.06.03 | 27.01.04 | 27.08.04 | 27.03.05 | 27.11.05 |
| (i) | Tool Allowance per week | 12.28 | 12.64 | 13.02 | 13.41 | 13.82 | 14.23 |
| (ii) | Meal Allowance | 8.76 | 9.02 | 9.29 | 9.57 | 9.85 | 10.15 |
| (iii) | First Aid Allowance per week | 11.50 | 11.84 | 12.20 | 12.56 | 12.94 | 13.33 |
| (iv) | Leading Hand per week | | | | | | |
| | In charge of 3-10 | 25.20 | 25.95 | 26.73 | 27.53 | 28.36 | 29.21 |
| | In charge of 11-20 | 37.60 | 38.72 | 39.88 | 41.08 | 42.31 | 43.58 |
| | In charge of more than 20 | 47.93 | 49.36 | 50.84 | 52.37 | 53.94 | 55.56 |

4. ENGINE DRIVERS, GENERAL etc (STATE) AWARD

| | | First Pay Period on or after: | | | | | |
|------|---------------------------|-------------------------------|----------|----------|----------|----------|----------|
| | | Current | 27.06.03 | 27.01.04 | 27.08.04 | 27.03.05 | 27.11.05 |
| (i) | Meal Allowance | 7.84 | 8.07 | 8.31 | 8.56 | 8.82 | 9.08 |
| (ii) | Leading Hand per week | | | | | | |
| | In charge of 3-10 | 22.98 | 23.66 | 24.37 | 25.11 | 25.86 | 26.64 |
| | In charge of 11-20 | 34.35 | 35.38 | 36.44 | 37.53 | 38.66 | 39.82 |
| | In charge of more than 20 | 43.62 | 44.92 | 46.27 | 47.66 | 49.09 | 50.56 |

5. ELECTRICIANS (STATE) AWARD

| | | First Pay Period on or after: | | | | | |
|--|--|-------------------------------|----------|----------|----------|----------|----------|
| | | Current | 27.06.03 | 27.01.04 | 27.08.04 | 27.03.05 | 27.11.05 |

| | | | | | | | |
|------|-----------------------------|-------|-------|-------|-------|-------|-------|
| (i) | Tool Allowance per week | 12.02 | 12.38 | 12.75 | 13.13 | 13.52 | 13.93 |
| (ii) | Meal Allowance | 8.76 | 9.02 | 9.29 | 9.57 | 9.85 | 10.15 |
| | First Aid Allowance per day | 2.18 | 2.24 | 2.31 | 2.38 | 2.45 | 2.52 |
| | Leading Hand per week | 39.32 | 40.49 | 41.71 | 42.96 | 44.25 | 45.58 |

APPENDIX D

AWARDS

Butter, Cheese and Other Dairy Products (State) Award

Clerical and Administrative Employees (State) Award

Metal, Engineering and Associated Industries (State) Award

Engine Drivers etc., General (State) Award

Electricians (State) Award

SIGNED for and on behalf of AUSTRALIAN CO-OPERATIVE FOODS LIMITED

.....
SIGNED DATE

SIGNED for and on behalf of the AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION

.....
SIGNED DATE

SIGNED for and on behalf of the CLERICAL, MAINTENANCE AND SERVICE EMPLOYEES

.....
SIGNED DATE