

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/135

**TITLE:** **Green's General Foods Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/357

**DATE APPROVED/COMMENCEMENT:** 2 March 2004 / 18 January 2004

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/146

**GAZETTAL REFERENCE:** 18 June 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by Green's General Foods Ltd located at 29 Glendenning Road, Glendenning NSW 2761, engaged in the classifications of Packers (levels 1& 2) and Operators (levels 3-6) who fall within the coverage of Storemen and Packers, General (State) Award

**PARTIES:** Green's General Foods Pty Limited -&- the National Union of Workers, New South Wales Branch

# GREEN'S GENERAL FOODS ENTERPRISE AGREEMENT 2004

Between

GREEN'S GENERAL FOODS LIMITED

And

NATIONAL UNION OF WORKERS NSW BRANCH

And

GREEN'S GENERAL FOODS LIMITED AWARD EMPLOYEES

Under

CHAPTER 2, PART 2, ENTERPRISE AGREEMENTS  
*INDUSTRIAL RELATIONS ACT 1996*

GREEN'S GENERAL FOODS ENTERPRISE AGREEMENT 2004

## **1. Title**

This Enterprise Agreement shall be known as the Green's General Foods Enterprise Agreement 2004 (the Agreement).

## **2. Application of the Agreement**

The Agreement shall apply to the Green's General Foods site located at 29 Glendenning Road, Glendenning in the State of NSW, in respect of all the employees who are employed at the site and who are recognised to be covered by the Storemen and Packers General (State) Award (the Award) for the purpose of this Agreement.

## **3. Parties Bound**

The Agreement shall be binding on:

- (a) Green's General Foods Limited (The Company)
- (b) National Union of Workers New South Wales Branch (The Union)
- (c) The employees of the Company referred to in Clause 2 (The Employees)

## **4. Date and Period of Operation**

The Agreement shall take effect from the beginning of the first full pay period to commence on or after 18th January 2004 and shall remain in operation for a period of two (2) years.

## **5. Relationship to Previous Agreements**

- (a) It is agreed between the parties that the terms and conditions prescribed by the Green's General Foods Enterprise Agreement 2003, the Greens General Foods Enterprise Agreement 2002 which includes the terms and conditions prescribed by the Green's General Foods Enterprise Agreement 1998 and the amendments agreed to between the parties in the Company's letter to the NUW dated 1 March 2001 will continue to be observed throughout the life of the Agreement.
- (b) Where there is any inconsistency between any of the terms of this Agreement and the terms and conditions prescribed by the Green's General Foods Enterprise Agreement 2003, or the Green's General Foods Enterprise Agreement 2002 the terms of this Agreement will prevail.

## **6. Aims and Objectives**

The parties agree that:

- (a) During the life of this agreement that they will work co-operatively to ensure an harmonious and productive working environment at Glendenning.
- (b) The negotiations for the next Agreement will commence late in 2005.

## **7. Wage Increase**

The wage increases set out below shall be paid to Employees throughout the life of the Agreement: -

- (a) A 5% increase in ordinary pay will take effect from the first full pay period commencing on or after 18th January 2004.
- (b) A 5% increase in ordinary pay will take effect from the first full pay period commencing on or after 16th January 2005.

## **8. Meal Breaks for Shift Workers**

- (a) Shift workers will be entitled to a thirty minute meal break each normal ordinary time shift which shall be paid for and counted as time worked.
- (b) The ordinary working hours of any shift shall be worked continuously except for meal breaks, to be taken at such times as directed by the Company.
- (c) All employees employed at the date of this agreement are deemed to be shiftworkers. This deeming shall not prejudice the Company's right to subsequently re-classify employees as day / non-shift workers if they are transferred to a day work process or operation or if the process / task they currently perform is no longer performed on a shift work basis.

## **9. Meal Breaks for Day / Non-Shift Workers**

- (a) Day / non-shift workers shall be allowed a meal break during normal ordinary time hours of not less than 30 minutes or more than one hour.
- (b) Such meal breaks shall be unpaid and not be counted as time worked.

## **10. Shift Changeover Requirements**

- (a) At the end of each normal ordinary time shift worked all shift workers shall be required to remain in attendance for an additional ten minutes before clocking off to enable smooth and efficient changeovers.
- (b)

- (i) the ten minute changeover time referred to in subclause (a) of this Clause will be paid for at the rate of single time but will be excluded from the calculation of :-

annual leave payments

sick leave payments

long service leave payments

RDO entitlements

Superannuation contributions

- (ii) the ten minute changeover payment will be subject to shiftloading.
- (c) At the beginning of each shift each employee will be at his or her workstation ready for work at the normal scheduled starting time.
- (d) All shiftworkers will clock off in their work clothes.
- (e) Penalty rates for approved overtime will not commence to operate until the completion of the ten minute changeover time referred to in subclause (a) of this Clause.

#### **11. Disputes Procedure**

The Disputes Procedure is set out in Appendix 1 of the Green's General Foods Enterprise Agreement 2002 and shall continue to apply to the site.

#### **12. Leave Reserved**

Leave is reserved for the union to re-open this agreement with respect to wage rates in the event that the All Groups Weighted CPI for Sydney changes by more than 5% for the 12 months ending December 2004.

#### **13. No Extra Claims**

Except as may be permitted by Clause 12 of this Agreement it is a term of this Agreement that both the Union and Employees undertake not to make or pursue any extra claims for either increases in wages or allowances or improvements in conditions of employment for the life of the Agreement.

#### **14. Endorsement of Agreement**

The signatories below accept the terms of the Green's General Foods Enterprise Agreement 2004 on behalf of their organisations and endorse its terms and in so doing declare that the Agreement is not entered into under duress by any party to it.

Signed on the Fourteenth day of January 2004

For and on behalf of GREEN'S GENERAL FOODS LIMITED

\_\_\_\_\_  
Mr. Tony Page  
General Manager - Blended Foods

For and on behalf of the NATIONAL UNION OF WORKERS NSW BRANCH.

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Mr. Derrick Belan  
State Secretary - NSW Branch

**APPENDIX B**

## GREEN'S GENERAL FOODS ENTERPRISE AGREEMENT 2004

CLASSIFICATION	\$ PER WEEK FROM THE FIRST FULL PAY PERIOD ON OR AFTER 18TH JANUARY 2004 (includes 5% increase)	\$ PER WEEK FROM THE FIRST FULL PAY PERIOD ON OR AFTER 18TH JANUARY 2005 (includes 5% increase)
Level 1 - Introductory Packer	617.02	647.87
Level 2 - Packer	647.79	680.18
Level 3 - Operator of basic packing operations	662.41	695.53
Level 4 - Operator who is able to operate a number of packaging machines or an entire packaging line	696.19	731.00
Level 5 - Employee who operates an entire complex production line or system	729.96	766.46
Level 6 - Section leader; an employee who oversees the entire operation of a section.	746.84	784.18

## STOREMEN &amp; PACKERS (STATE) AWARD

CLASSIFICATION	\$ PER WEEK
Level 1 - General labouring order assembling	487.70
Level 2 - After 12 months' experience	502.70
Level 3 - Licensed fork lift, crane operation	508.50
Level 4 - Single store worker in charge	527.30
Level 5 - Completed warehousing & distribution TAFE course	542.20