

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/230

TITLE: Gillespie's Produce and Packaging Workplace Agreement 1999

I.R.C. NO: 99/3918

DATE APPROVED/COMMENCEMENT: 28 July 1999 and commenced 1 April 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees bound by the Storemen and Packers General State Award 1998, located at the Company's site at 374 Parramatta Road, Homebush, Sydney

PARTIES: Gillespie's Produce and Packaging -&- National Union of Workers, New South Wales Branch



GILLESPIE'S
PRODUCE AND PACKAGING
350 - 374 PARRAMATTA ROAD, HOMEBUSH.

WORKPLACE AGREEMENT
1999



GILLEBA:DOC:1

1. TITLE

This agreement shall be known as the GILLESPIE'S PRODUCE AND PACKAGING. Workplace Agreement 1999.

2. SUBJECT MATTER INDEX**CLAUSE NO.**

This agreement is arranged as follows:

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<p>Registered Enterprise Agreement Industrial Registrar</p>
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3. APPLICATION:

This agreement shall apply at GILLESPIE'S PRODUCE and PACKAGING, 350 - 374 Parramatta Road, Homebush, -Sydney. to all employees who are bound by the terms and conditions contained herein.

The parties to this Agreement are:

GILLESPIE'S PRODUCE AND PACKAGING (GILLESPIE'S, The Company)
(NUW) National Union of Workers -New south Wales branch.(The Union.)

4. INTRODUCTION:

The fresh produce industry has been required to adapt to the change from a protected market to a more open global market environment which requires the achievement and maintenance of internationally competitive products and levels of efficiency, productivity, quality and delivery performance. In considering how best to meet these challenges we recognise the crucial role of industry standards in customer service, Quality and delivery.

We recognise that employees prosperity and development opportunities depend upon GILLESPIE'S continuing to grow and to be successful giving recognition to the fact that people are GILLESPIE'S most valuable asset.

The parties recognise that progress for GILLESPIE'S, the employees and the union is to a large extent independent and therefore together we are committed to building and maintaining the most innovative and harmonious industrial relations in Australia. The parties acknowledge that the Homebush site gives them an opportunity to develop and improve existing relationships for all employees.

Our relationship will be based on mutual trust, understanding and sincerity and we are committed to full and open communication, consultation and the prompt resolution of any differences or misunderstandings and agree to operate within clearly understood procedures and practices based on common objectives which reflect the commitment and responsibilities of GILLESPIE'S, the Union and employees.

5. RELATIONSHIP TO PARENT AWARD:

This agreement shall be read in conjunction with the Storemen and Packers General State -Award 1998.Except as provided for in this Certified Workplace Agreement the provisions of the award shall continue to apply to GILLESPIE'S employees at the Homebush site.

Should there be any inconsistency or anomalies between any provision of this agreement and the award, then the provisions of this agreement shall take precedent and will be applied.

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6. COMMITMENT:

The parties are committed to the implementation of all aspects of this Agreement and individually and collectively, acknowledge that the Agreement is binding on all parties and subject to Industrial Relations Commission of (NSW) Certification and constitutes legal obligations and relationships between the parties to the Agreement.

7. OBJECTIVES OF THIS AGREEMENT:

The parties agree that the success of GILLESPIE'S and the employees of GILLESPIE'S who are members of the union are intrinsically linked and will be achieved through the following objectives:

Attain competitive cost structures and productivity improvements similar to those within the Fresh Produce industry; Supply products to the market place and its customers on a timely and cost effective basis;

This agreement recognises the business circumstances facing GILLESPIE'S in 1999 to achieve the shared objectives and provides the process for the continuance of operations for GILLESPIE'S at our Homebush site.

8. PRINCIPLES:

This Agreement and the shared objectives, are based on the following principles:-

Dispute and problem resolution will be through consultation, negotiation and conciliation. In the absence of a resolution then agreed proceedings, consistent with Clause 9 will be implemented. It will be a fundamental principle that while such processes are taking effect, the union will use their best endeavours to prevent industrial action and will take every action possible to ensure employees are aware of their responsibility not to engage in or support industrial action.

During the life of this Agreement all parties agree that they will not authorise any actions leading to the interruption of GILLESPIE'S's operation in relation to matters contained in this Agreement.

The achievement of the shared objectives will only be realised with the understanding, commitment and active support of all employees both individually and collectively. The Agreement will not take effect until employees and management have endorsed the Agreement and the Agreement has been certified by the Industrial Relations Commission of (NSw)

The parties agree that the terms of this Agreement will apply only to the Produce and Packaging operations at the Homebush Site as defined.

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9. AVOIDANCE OF INDUSTRIAL DISPUTES:

The objective of this procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

In implementing this procedure the following principles shall apply;

Depending on the issue involved, the size and function of the establishment and the number of union members concerned, a procedure involving up to four stages of discussion shall apply, whilst these proceedings continue the status quo shall remain.

The following procedural guidelines are to be followed:

1. Discussions between the employees concerned and at his/her request, the appropriate shop steward and the immediate supervisor.
2. Discussions involving the employees, the shop steward and more senior management.
3. Discussions involving representatives from the state branch of the union concerned and the senior management.
4. Discussions involving mediation and/or consultation with an Industrial Relations Commissioner in a private conference.

There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

Throughout all stages of the procedure, all relevant facts shall be clearly identified and documented.

Sensible time limits shall be allowed for the completion of the various stages of the discussions.

10. NO EXTRA CLAIMS:

The parties agree that they will not for the duration of this Agreement, pursue any extra claims in relation to the matters dealt with by this Agreement.

11. DATE AND PERIOD OF OPERATION:

This agreement shall operate from 1st April 1999 for a period of 2 years.

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12. WAGE INCREASES:

Employees who are bound by this agreement shall be paid a wage increase of **6.0 % for the period of 24 months.**

- 1st payment 3.0 % 1st April, 1999.
- 2nd payment 3.0 % 1st April, 2000.

13. STARTING TIMES:

Normal hours of work (span of hours) dayworkers who commences and completes a normal rostered shift between the hours of **6.00 AM and 6.00 PM.**

14. REST PERIODS:

In accordance with providing appropriate rest periods and meal breaks during normal shifts all employees will be entitled to the following rest periods.

6.00am start:

Rest Break	8.00 am to 8,20 am.
Morning Tea	10.00 am to 10.10 am.
Lunch Break	12.00 pm to 12.25 pm.

The staggering of meal breaks and rest periods will be implemented and maintained in accordance with the above structure in order to achieve and maintain full production Operation flexibility.

15. ROSTERED DAY OFF:

Currently there are a small number of employees who work on a RDO cycle. With respect to the current requirements of the business it is not appropriate to continue with employees working on a RDO cycle .

Without disadvantage to any existing employees working under this system it is proposed to preserve and maintain this arrangement for those specific employees only until such time as they leave employment or wish to move across to the standard work hours currently being worked on site
ie:38 hours per week.

All new employees who commence employment as from the date of signing this agreement will be working the standard 38 hour weekly cycle with no accrual of additional time worked towards a rostered day off.

16. EMPLOYEE FLEXIBILITY:

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The Parties Agree that:

A multi-skilled work force is necessary to support complete flexibility of jobs and duties within GILLESPIE'S in accordance with employee skills and capabilities. In doing so, GILLESPIE'S recognises and accepts the needs for training in the broadening of skills of all employees to accommodate such flexibility.

Flexible work practices are required to enhance employee job security and to maximise investment efficiency by providing flexible work force arrangements such that market and customer demand fluctuations can be accommodated.

It is intended to provide an integrated career structure supported by training to enable all employees to achieve their maximum potential. In this context employees will be expected to perform any duty in which they have received training and in which they are capable of performing in a safe and competent fashion.

It is the intention of the parties to provide the mechanisms to facilitate movement both within and between career streams, consistent with individual employees' developmental objectives and the classification structures of GILLESPIE'S.

17. CASUAL EMPLOYMENT:

The parties to this agreement confirm their commitment to permanent employment and agree to the following criteria regarding engagement of casual and/or contract labour.

Casual employment is intended to be used to supplement our existing work force and to provide additional resources and flexibility to cater for changes to Production, Packaging, and customer service requirements.

No preference will be given to casuals in relation to transfer to full time permanent employment. The criteria for review will be based on performance/merit suitability, application of skills and current work experience. All of which are contained in the position description and skills matrix which will be the documents used in the assessment and final decision process.

All casuals shall be paid in hourly rate equal to the appropriate weekly classification rate divided by 38 plus 15% loading.

All casuals under this will also receive an additional amount equal to one 12th of their ordinary time earnings in lieu of annual leave.

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18. TRAINING AND DEVELOPMENT:

GILLESPIE'S is committed to the ongoing development and skills acquisition of all its employees. As outlined in our position descriptions and skills matrix relevant to the award classification structure. This process will enable all employees to be assessed for strengths and weaknesses.

Where training needs are identified appropriate training plans will be implemented in accordance with those deficiencies identified.

All employees will be encouraged to achieve higher levels of personal development, on the job skills and practical work experience.

In further supporting our commitment to training we endorse our support to those employees wishing to undertake extra curricular further education as deemed appropriate to the specific needs of the business and personal commitments.

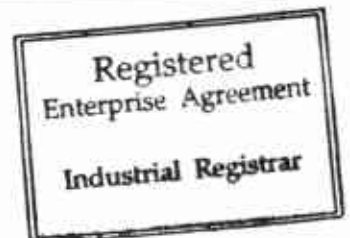
19. CLASSIFICATION STRUCTURE:

New Classification structure (5 levels) to be incorporated into new Agreement as outlined below.

Classification structure Will provide a standard process of career path and internal training linked to individual achievement and personal advancement as determined by the company business needs and customer requirements.

All employees will be encouraged and supported in pursuing opportunities for advancement within the company.

<u>CLASSIFICATION:</u>	<u>DEFINITION:</u>
LEVEL 1:	Storemen and packer-operator.
LEVEL 2:	Storemen and packer-operator.
LEVEL 3:	Storemen and packer-operator.
LEVEL 4:	Storemen and packer-operator.
LEVEL 5:	Storemen and packer-operator.



19. CLASSIFICATION STRUCTURE:cont

LEVEL 1 : STOREMEN AND PACKER –OPERATOR:

For the purposes of this agreement ,a Storeperson, Packer/operator Level 1:shall mean an employee who performs work to the level of their training,and :

1. Is responsible for the quality of their own work (subject to instructions and direction).
2. Works in a team environment and/or under routine supervision .
3. Undertakes duties in a safe and responsible manner.
4. Exercises discretion with their level of skills and training.
5. Possesses good interpersonal and communication skills.
6. Indicative of the tasks which an employee at this level may be required to perform include the following:
 - General labouring and cleaning duties.
 - Order assembling including picking stock.
 - Receiving,checking , despatching and sorting of products.
 - Satisfying internal and external customer needs.
 - Operation of a keyboard to carry our stores work .
 - Basic inventory control.
 - Use of hand trollies and pallet trucks.
 - Performing basic packer duties on a production/ packaging line.

LEVEL 2 : STOREMEN AND PACKER –OPERATOR:

For the purposes of this award ,a Storeperson, Packer/Operator Level 2: shall mean an employee , who in addition to performing the duties of a Level 1 Storeperson Packer /Operator :

- 1: Has performed 12 months service as a Storeperson Packer/Operator and has satisfactorily acquired the skills relevant to the enterprise at this level;
- 2: May be required to use , for training purposes, materials handling equipment which requires licensing / certification.



19. CLASSIFICATION STRUCTURE: cont

LEVEL 3 : STOREMEN AND PACKER –OPERATOR:

For the purposes of this agreement , a Storeperson,Packer – Operator/ level 3 shall mean an employee , who has undertaken sufficient training so as to enable him/her to perform work within the scope of this level in addition to the work of lower levels ,and who has been appointed by the employer to perform such work on a continuous basis.

An employee at this level performs work to the level of their training and is:

- 1:Able to work from complex instructions and procedures.
- 2:Able to co-ordinate work in a team environment under general supervision .
- 3:Responsible for assuring the quality of their work.
- 4:Possesses sound interpersonal and communication skills.
- 5:Licensed and/ or certified to operate all appropriate materials handling equipment ,eg; Forklift,mobile crane etc;
- 6:May be required to perform the following task/duties :
 - - Inventory and stores control .
 - VDU operation using intermediate keyboard skills to carry out stores work.
 - Use of other electronic equipment , eg: scanner , to carry out stores work
 - Routine maintenance of stores equipment and machinery.

LEVEL 4 : STOREMEN AND PACKER –OPERATOR:

For the purposes of this agreement , a Storeperson ,Packer –Operator Level 4 shall mean an employee , who has undertaken sufficient training so as to enable Him/her to perform work within the scope of this level in addition to the work of lower grades and who has been appointed by the employer as either a single storeperson in charge of a store or as an experienced operator .

An employee appointed in this capacity performs work to the level of their training and :

- 1 :Understands and is responsible for their own quality control.
- 2 :possesses a sound level of interpersonal and communication skills.
- 3 :Sound knowledge of all stores duties and production duties at levels below this grade , and has good knowledge of the companies products.
- 4 :Performs work requiring minimal supervision
- 5 :Must be competent to perform the following duties :

- Licensed to operate appropriate materials handling equipment, eg :Forklifts and mobile cranes.
- Routine maintenance of stores equipment,and production machinery.
- May also be responsible for the Quality control of the work of other employees .

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LEVEL 5 : STOREMEN AND PACKER -OPERATOR:

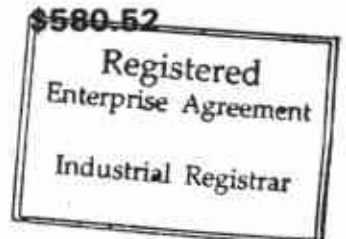
For the purposes of this agreement ,a Storeperson,Packer-Operator shall mean an employee , who undertakes stores and production work of all lower levels and who has completed a relevant TAFE college training and/or course.

An employee who is appointed by the employer to this level may be required to perform the following in addition to the work performed by other levels.

- 1 :Implement quality control techniques and procedures.
- 2 :Utilize highly developed level of Interpersonal and communication skills.
- 3 :Assisting in the provision of on the job training and competency standards.
- 4 :Performing stores duties and production machinery operation to an advanced level.
- 5 :Has an in depth knowledge of the companies products and operations.

20 WAGE RATE STRUCTURE:

LEVEL	HOURLY RATE	WEEKLY RATE	+ 3%	+ 3%
LEVEL 1	\$12.50	\$475.00	\$14.25	\$14.67
			489.25	503.92
LEVEL 2	\$13.20	\$501.60	\$15.04	\$15.49
			516.64	532.14
LEVEL 3	\$13.50	\$513.00	\$15.39	\$15.85
			\$528.39	\$544.24
LEVEL 4	\$14.00	\$532.00	\$15.96	\$16.43
			\$547.96	\$564.39
LEVEL 5	\$14.40	547.20	\$16.41	\$16.90
			\$563.61	\$580.52



21. WAGE RATE ANOMALIES:

A review and resructure of current wage rates will be conducted and implemented which will set a new fulltime rate at :

Level 2 Storemen, packer/operator. \$ 13.20 base rate

*(see Wage Matrix)

The changes to this wage structure are also directly linked to the new Classification structure which defines specific levels of wage rates in accordance with related skills and abilities.

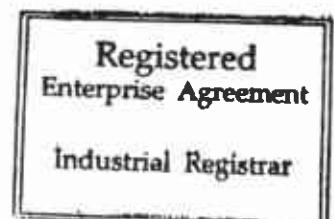
This Classification structure will also provide positive career path direction which is available to all employees provided the training criteria is achieved and is in line with the skill and competency needs of the business.

22. SUPERANNUATION

GILLESPIE'S agrees to continue to provide contributions for existing superannuation funds in accordance with the superannuation guarantee levy provisions.

In accordance with current legislative requirements the scale of contributions is as follows:

As of July 1,1999	-:7%
As of July 1,2000	-: 8%
As of July 1,2001	-: 8%
As of July 1,2002	-: 9%



23. PARTIES TO THE AGREEMENT

The parties to this Agreement are:

GILLESPIE'S PRODUCE AND PACKAGING (GILLESPIE'S, The Company.)


(NUW) National Union of Workers -New south Wales branch.(The Union.)

SIGNED FOR AND ON BEHALF OF:

 _____ 17-6-99 Date:

GARY MEADOWS
GROUP GENERAL MANAGER -OPERATIONS.
GILLESPIE'S PRODUCE AND PACKIAGING.

SIGNED FOR AND ON BEHALF OF:

 _____ : Date:
15-6-99.

FRANK BELAN
STATE SECRETARY
NEW SOUTH WALES BRANCH OF THE NUW .



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