

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/90

TITLE: Green's General Foods Enterprise Agreement 1998

I.R.C. NO: 99/515

DATE APPROVED/COMMENCEMENT: 18 February 1999

TERM:

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED: 18 January 2001

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies at both the Green's General Foods site located at 29 Glendenning Road, Glendenning and the Barton Addison site located at the corner of Woodstock and Kellogg Roads, Rooty Hill, in respect of all employees covered by the Storemen and Packers, General (State) Award

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





GREEN'S GENERAL FOODS
ENTERPRISE AGREEMENT 1998

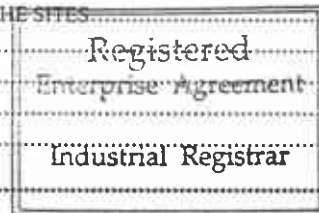
BETWEEN
GREEN'S GENERAL FOODS LIMITED
AND
NATIONAL UNION OF WORKERS N.S.W. BRANCH
AND
GREEN'S GENERAL FOODS LIMITED AWARD EMPLOYEES

Registered
Enterprise Agreement
Industrial Registrar

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

TABLE OF CONTENTS

| <i>Clause</i> | <i>Page Number</i> |
|--|--------------------|
| 1. TITLE..... | 1 |
| 2. APPLICATION OF AGREEMENT | 1 |
| 3. PARTIES BOUND | 1 |
| 4. DATE AND PERIOD OF OPERATION | 1 |
| 5. AIMS AND OBJECTIVES..... | 2 |
| 6. WAGE INCREASES | 2 |
| 7. WORKPLACE CONSULTATION, CONSULTATIVE MECHANISMS AND PROCEDURES FOR FLEXIBILITY OF WORK PRACTICES. | 3 |
| 8. AWARD COVERAGE | 5 |
| 8.1 TERMS OF ENGAGEMENT..... | 5 |
| 8.2 ORDINARY HOURS FOR DAY WORK | 5 |
| 8.3 SUNDAY WORK..... | 5 |
| 8.4 OVERTIME..... | 5 |
| 8.5 SICK LEAVE..... | 5 |
| 8.6 THE FUTURE..... | 5 |
| 9. SPECIFIC CHANGES TO OTHER EXISTING ARRANGEMENTS | 6 |
| 9.1 CHANGE OF PAY WEEK TO MATCH THE ACCOUNTING PERIOD OF THE SITES..... | 6 |
| 9.2 FLEXIBILITY IN THE APPLICATION OF ORDINARY HOURS OF WORK..... | 6 |
| 9.3 SHIFT ALLOWANCES | 6 |
| 9.4 REDUNDANCY | 6 |
| 9.5 UNIFORMS | 6 |
| 10. CLASSIFICATION OF LABOUR AND TRAINING | 7 |
| 10.1 COMPANY TARGETS | 7 |
| 11. DISPUTES AND DISCIPLINARY PROCEDURES | 8 |
| 12. UNION RECOGNITION AND MEMBERSHIP | 8 |
| 13. NO EXTRA CLAIMS | 8 |
| 14. DURATION OF AGREEMENT..... | 8 |
| 15. ENDORSEMENT OF AGREEMENT | 9 |
| ATTACHMENT 1 | 10 |
| ATTACHMENT 2 | 11 |



1. TITLE

This enterprise agreement shall be known as the *Green's General Foods Enterprise Agreement 1998 (the Agreement)*.

2. APPLICATION OF AGREEMENT

The Agreement shall apply at both the Green's General Foods site located at 29 Glendenning Road, Glendenning and the Barton Addison site located at the corner of Woodstock and Kellogg Roads, Rooty Hill in the State of NSW, in respect of all the employees who are recognised to be covered by the *Storemen and Packers, General (State) Award (the Award)* for the purpose of this Agreement.

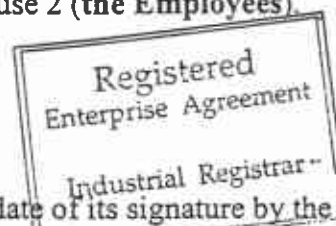
3. PARTIES BOUND

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

- (a) The Agreement shall take effect on and from the date of its signature by the parties which is set out in Clause 15, Endorsement of Agreement. The Agreement shall then remain in operation for a period of two (2) years from that date.
- (b) The initial 5% wage increase prescribed by subclause (a) of Clause 6 of this Agreement shall be retrospectively applied to each employees' ordinary pay on and from 15 November 1998.



5. AIMS AND OBJECTIVES

The parties agree to:

- (a) Assist in the financial recovery of the business;
- (b) Introduce effective workplace consultation so that the Company and the Employees can discuss issues of common interest and concern;
- (c) Introduce work practice changes that will:
 - (i) improve the Company's productivity, efficiency, competitiveness and profitability;
 - (ii) improve the quality and safety of products;
 - (iii) make sure the best use is made of the Company's equipment. This can be done through flexible working hours (maybe 10 - 12 hour shifts), flexible machine running times or continuous operation of some equipment for all or part of a week.
- (d) Better train Employees so as to improve their skills and competence.
- (e) It is intended that all of the above changes would be introduced by agreement between the Company and the Employees with the support of the Union. The guidelines for this agreement process are as set out in the Clause 7, Workplace Consultation, Consultative Mechanisms and Procedures for Flexibility of Work Practices.

6. WAGE INCREASES

In return for the introduction of work practice changes and other arrangements referred to in this Agreement the following wage increases will be paid:

- (a) 5% from the date the Agreement is signed; and
- (b) 4% twelve months later.

NOTE: The Company has agreed to the Union's request that all wage increases will be paid as a single flat money amount to all Employees.



7. WORKPLACE CONSULTATION, CONSULTATIVE MECHANISMS AND PROCEDURES FOR FLEXIBILITY OF WORK PRACTICES.

- (a) An Enterprise Consultative Committee (ECC) will be established to cover both sites.
- (b) The Company, the Employees and the Union will support the ECC's activities and its outcomes.
- (c) The ECC will be responsible for overseeing the implementation of this Agreement at the site and to ensure that the agreed Aims and Objectives of the Agreement are achieved.
- (d) The Company, its Employees and the Union are committed to the flexible application of the terms and conditions of employment set out in the Award and this Agreement in order to improve the productivity, efficiency and profitability of the Company. It is intended that the achievement of these commitments should also provide, whenever possible, improvements in the quality of working life of Employees through enhanced skills and greater job satisfaction.
- (e) The commitments of the parties to the aims, objectives and flexibilities referred to in (c) and (d) above will be achieved by the introduction of change in accordance with the following:

(i) Flexible Application of Existing Provisions

- (A) If a proposed change effects only a small number of Employees and all of the effected employees are involved in reaching agreement on a proposed arrangement, then the agreed outcome will be implemented following advice of the agreement to the ECC for its information.
- (B) If a proposed change effects more than a small number of employees or, in any case, if the proposed change is a matter that the ECC regards as appropriate for it to deal with, then agreement on the issue will be reached through the consultative processes of the Enterprise Consultative Committee. The agreed change shall then be appropriately recorded and implemented. The Company recognises that any member of the ECC may seek the Union's advice and assistance on the matters under consideration.
- (C) These procedures will ensure that the work practice arrangements at the sites will be implemented in a way that best suits the parties directly affected.
- (D) Any agreement reached shall not adversely affect the health and safety of the employees within the meaning of the State legislation.

(ii) Changes Requiring IRC Approval

In circumstances where the implementation of the ECC's decision would necessitate formal recognition by the Industrial Relations Commission either by way of a consent variation to this Agreement or a further certified agreement the following procedures shall be followed:

- (A) All employees will have the proposed change explained to them and will be given a reasonable opportunity to consider its effect.
- (B) A vote will then be conducted on the issue. Where agreement is genuinely reached with the majority of employees concerned the agreed arrangement shall be committed to writing.
- (C) Before any arrangement is signed and processed further in accordance with this clause, the proposed arrangement shall be forwarded in writing by the ECC to the State Secretary of the Union.
- (D) The Union shall not unreasonably withhold consent to the arrangements agreed upon.
- (E) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission to have the arrangement approved.
- (f) If agreement cannot be reached on a proposal to change any work practice arrangements the matter shall be referred to the IRC for assistance. Any recommendation or other outcome of proceedings before the Commission will be accepted by the parties.

Registered
Enterprise Agreement
Industrial Registrar

8. AWARD COVERAGE

So as to finalize negotiations the Company has agreed to continue to observe the *Storemen & Packers (State) Award* at the sites for the duration of the Agreement.

However, as part of this compromise, and in order to meet the requirements for increased efficiency and flexibility at the sites, some areas of the Agreement will differ from the *Storemen & Packers (State) Award* by instead reflecting provisions of the *Manufacturing Grocery Products (State) Award*. These provisions are as follows:

8.1 Terms of Engagement

- (a) New Employees will be placed on a probationary period for 3 months.
- (b) Employees will be classified as either full time, part time or casual.

8.2 Ordinary Hours for Day Work

- (a) The ordinary hours of work for day work can commence at or after 6.00am. Consequently this would mean that the commencement time for the early morning shift at the site shall be between 4am and 6am.
- (b) Different methods of implementing the ordinary hours of work may apply to various groups or sections of Employees.

8.3 Sunday Work

Employees shall be paid double time for work on a Sunday.

8.4 Overtime

- (a) No overtime will be paid until an employee has worked the equivalent of ordinary hours for the day. This is intended to apply in circumstances such as when an employee is late for work.
- (b) The Company is entitled to require an employee to work reasonable overtime.
- (c) Time off in lieu of payment for overtime or work on a Saturday, Sunday or Public Holiday. This provision shall apply by agreement between the Company and the individual employee concerned.
- (d) Employees required to work more than 2 hours overtime immediately after completing their ordinary hours of work shall be entitled to a paid 20 minute crib break.

8.5 Sick Leave

- (a) With the introduction of flexible hours arrangements under this Agreement, sick leave shall be prescribed in hours rather than days.
- (b) The amount of sick leave Employees shall be entitled to shall be:
 - (i) 40 hours during the first year of service; and
 - (ii) 80 hours during the second and subsequent years of service.
- (c) The sick leave hours prescribed in clause 8.5(b) shall be reviewed at the same time as the review of the Common Day Off / Rostered Day Off provisions set out in clause 9.2(b).

8.6 The Future

Before the next Agreement the parties will develop their own site specific set of employment conditions that will take into account the unique and particular circumstances of the Green's - Foods business.

9. SPECIFIC CHANGES TO OTHER EXISTING ARRANGEMENTS

9.1 Change of Pay Week to match the accounting period of the sites.

- (a) The new pay week would run from Sunday to Saturday with Employees' wages being deposited into accounts by no later than Tuesday.
- (b) This change will be implemented without any loss of income to the Employees.

9.2 Flexibility in the application of ordinary hours of work

- (a) The Agreement gives the Company the ability to flexibly apply the ordinary hours of work so as to achieve the Aims and Objectives of the Agreement and meet the needs of customers.
- (b) Nonetheless, the Company is prepared to introduce on a *6 month trial basis* an hours system which will allow Employees to have one day of in every four working weeks (i.e. 12 days off per annum):
 - (i) Production Employees shall enjoy a Common Day Off (CDO) on the last Friday of each calendar month (unless changed with 2 months written notice);
 - (ii) Employees employed in Receivals and Dispatch shall receive a Rostered Day Off (RDO) in accordance with a projected roster that will ensure the operation of the store on all weekdays, Monday to Friday.
 - (iii) At the end of the 6 month trial period the parties will fully review the issue of the continuation of the CDO/RDO system and it's features.

9.3 Shift Allowances

Shift allowances at the site shall be as follows:

- 15% - Afternoon Shift,
- 15% - Rotating Night Shifts,
- 30% - Permanent Night Shifts.

9.4 Redundancy

The selection process for identifying redundant employees shall be amended so that the Company will have the right to choose when there are too many volunteers, so that the Company is able to maintain a competent and skilled workforce.

The terms of the amended paragraph from Clause 5 of the site Redundancy Agreement are set out in Attachment 1 of this Agreement.

9.5 Uniforms

The Company is developing a new policy regarding staff uniforms, which will be implemented through consultation with the new ECC.



10. CLASSIFICATION OF LABOUR AND TRAINING

The parties agree to a new approach to job classification, job descriptions and training with the following targets:

10.1 Company Targets:

- (a) A highly skilled and flexible workforce where Employees are appointed toward the higher end of the classification structure.
- (b) To have in place arrangements to identify and implement structured training programs.
- (c) To start with the introduction of a "buddy" training program to increase the number of machine operators at the Glendenning site – with a focus on training female operators.
- (d) The Company aims to have no Employees at Glendenning employed at Level 2 by training Level 2 Employees to Level 3, recognising they will still be required to do packing work. The only Level 2 Employees will be those who do not train.
- (e) To introduce a "Teams" system for the production lines with each team member being capable of doing all of the required tasks.
- (f) The Company will engage a Consultant to review:
 - Site competency standards,
 - Company-proposed job descriptions,
 - other relevant material,

for the purpose of establishing a new and effective classification structure, performance appraisal system and training programme at the sites.



11. DISPUTES AND DISCIPLINARY PROCEDURES

This Agreement shall include the Dispute and Disciplinary Procedure that previously applied at the site, the terms of which are set out in Attachment 2.

12. UNION RECOGNITION AND MEMBERSHIP

- (a) For the duration of this Agreement, Green's Foods recognise the National Union of Workers as the union representing all Employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
- (b) It is the policy of Green's Foods that all Employees subject to this Agreement shall be given the opportunity to join the National Union of Workers (N.S.W. Branch).
- (c) Green's Foods undertakes upon authorisation to deduct Union membership dues, as levied by the National Union of Workers (N.S.W. Branch) in accordance with its rules, from the pay of Employees who are members of the National Union of Workers (N.S.W. Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members' accounts.
- (d) All new Employees shall be advised of the matters set out in (a) (b) and (c) above and shall be introduced to the site NUW delegates upon being accepted for employment.

13. NO EXTRA CLAIMS

It is a term of the Agreement that both the Union and the 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. DURATION OF AGREEMENT

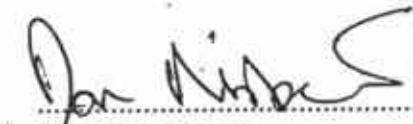
The Agreement will operate for 2 years from the date it is signed by the parties.

15. ENDORSEMENT OF AGREEMENT


The signatories below accept the terms of the Green's General Foods Enterprise Agreement 1998 on behalf of their organisations and endorse its terms and in doing so declare that the Agreement is not entered into under duress by any party to it:

Signed on the nineteenth day of January 199~~8~~⁹.

For and on behalf of GREEN'S GENERAL FOODS LIMITED


.....
Mr Don Nisbet
Manufacturing Manager

For and on behalf of the NATIONAL UNION OF WORKERS, NSW Branch


.....
Mr Frank Belan
Secretary - NSW Branch



ATTACHMENT 1

Amended terms of 2nd. Paragraph of the site Redundancy Agreement:-

If after the Company has applied the above criteria a number of employees are identified to be equal in status, Green's will ask those employees to volunteer for redundancy. If there are no volunteers or if there are not enough volunteers, Green's will apply a "last-on-first-off" policy to select the employees for retrenchment, unless the implementation of the policy has a discriminatory effect. Where there are more volunteers than are required the Company will be entitled to choose which employees are to be made redundant.

Registered
Enterprise Agreement
Industrial Registrar

ATTACHMENT 2

DISPUTE AND DISCIPLINARY PROCEDURE

1. Dispute Procedure

The disputes and disciplinary procedure should be read in conjunction with each other.

Q. What happens if you, individually or with other employees have a dispute or grievance about work or a work related matter?

A.

(i) In relation to any work related issue between you, other employees and the Company, you will immediately notify your supervisor as soon as possible about the matter and request a meeting with him or her to discuss it. This meeting must occur within five days of the incident. At this meeting, you and the supervisor will attempt to resolve the matter by:

you and your supervisor conferring on the matter; and

the supervisor responding either verbally or in writing to the issue within 24 hours of the meeting finishing.

(ii) If you are not satisfied with the supervisor's response, you can arrange another meeting with the Operations Manager and if you wish, a representative of your own choice, or your elected Union Delegate. This meeting should occur within 48 hours, with a response to you and your representative within 24 hours of the meeting finishing. If a longer period is required, you will be immediately notified by the Operations Manager.

(iii) Failing a settlement of the issue at this meeting, you can refer the matter to the Area Union Organiser, who will take the matter up with the Company's Human Resources Manager as soon as practicably possible. All efforts will be made by the Human Resources Manager and the Area Union Organiser to settle the problem within 24 hours of the meeting. If a longer period is needed, you will be informed.

(iv) If, at the end of the agreed period, the matter is still not resolved to your satisfaction, the Area Union Organiser can refer the matter to the Union Secretary, and the Company may refer the matter to its most senior representatives, who will meet in an effort to immediately resolve the matter.

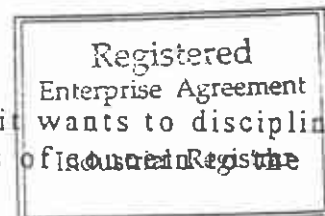
ATTACHMENT 2

- (v) If the matter is not resolved after this meeting, either the Union's or Company's representative may refer the matter to the New South Wales Industrial Commission for assistance in relation to the particular issue or matter.

- B. It is very important that you understand that during this procedure, work will proceed normally and you will comply with the Company's lawful direction. That is, work will continue in accordance with your contract of employment. If work does not continue normally, or you refuse to comply with the Company's lawful directions concerning the work, the Company may suspend all further meetings with you or the Union's representative until work resumes.
- C. At any time throughout the dispute procedure, the employee can elect to have a representative or union delegate of their choice present during the proceedings.

2. Disciplinary Procedure

- Q. What is the procedure the Company must adopt if it wants to discipline you about your work performance or other matters of concern to the Company?



- A. The Company will not intentionally terminate you in an unlawful manner. To this end, the Company will adopt the following procedures when disciplining you for misconduct, poor work performance or other conduct warranting, in the Company's opinion, an official warning.
 - 1. If a problem occurs, your supervisor will initially interview you and explain the matters for concern and improvements expected.
 - 2. Both your supervisor and the Human Resources Manager will later interview you. The matter of concern will be fully outlined to you at the meeting, at this stage you may be given an official warning about the matter. You can have your Union representative present at this meeting if you wish. You will receive a record of the meeting, which will include the matters raised with you and the response by you to the allegation(s). A copy of the written warning (if any) will be placed on your file for a period of six months unless you have convinced the Company that such warning is not appropriate and the Company accepts your explanation.

ATTACHMENT 2

3. If there is no improvement in your behaviour or performance within the stipulated period set out in the first written warning, or further acts of misconduct or poor performance recur within that period, you will receive a second written warning, but only after the same procedure that was adopted for the first warning has been followed. This second warning will stay on your file for twelve months.
4. If you do not satisfactorily improve your performance, or the conduct recurs within the twelve month period, the Company may dismiss you after it has conducted a full investigation into the problem and has considered your response or explanation. The same procedure for this meeting will be followed as above.
5. During the implementation of any part of this procedure, your work will continue as normal without any disruption to the Company's operations. The Company may, however, in cases of alleged serious misconduct immediately terminate you, suspend you (with pay) if an investigation is required or move you to another area of the workplace while an allegation of misconduct is investigated. The maximum period of suspension will be seven working days. The Company will rely on the results of this investigation to determine whether you will be immediately terminated or given an official warning.
6. The provisions of this clause will not apply in cases of serious misconduct, when your employment may be terminated immediately, which may include an investigation under Clause 5.

Registered
Enterprise Agreement
Industrial Registrar