

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/95

**TITLE:** Gillespie's Produce and Packaging Enterprise Agreement 2001

**I.R.C. NO:** 2001/4779

**DATE APPROVED/COMMENCEMENT:** 2 August 2001/1 April 2001

**TERM:** 1 April 2003

**NEW AGREEMENT OR  
VARIATION:** New Replaces EA99/230

**GAZETTAL REFERENCE:** 12 April 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 17

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees who are covered by the Storemen and Packers General (State) Award and located at Gillespie's Produce and Packaging, 350-374 Parramatta Road, Homebush NSW and Amdell Park, Blacktown NSW.

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

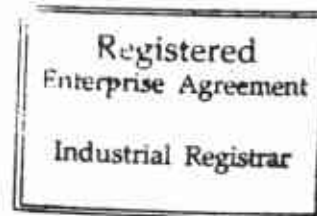


Ex1  
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**GILLESPIE'S**

**PRODUCE AND PACKAGING**

**350 - 374 PARRAMATTA ROAD, HOMEBUSH**  
**and**  
**ARNDELL PARK, BLACKTOWN**



**ENTERPRISE AGREEMENT**

**April 2001 - April 2003**

**1 TITLE**

This agreement shall be known as the GILLESPIE'S PRODUCE AND PACKAGING Enterprise Agreement 2001.

**2 SUBJECT MATTER INDEX**

**CLAUSE NO.**

This agreement is arranged as follows:

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### 3 APPLICATION

This agreement shall apply at GILLESPIE'S PRODUCE AND PACKAGING, 350-374 Parramatta Road, Homebush NSW and Arndell Park, Blacktown NSW, 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, delivery and cost.

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.

During the course of this agreement the GILLESPIE'S operations will be relocated to a site at Arndell Park. The new site, purpose designed and built for produce handling and packaging, will provide an excellent work environment that will create even greater opportunities to develop and improve relationships for all employees.

The relationship between employer, employee and union will be based on mutual trust, understanding and sincerity. There is a commitment by all to full and open communications, consultation and the prompt resolution of any differences or misunderstandings. These approaches reflect the commitment and responsibilities of GILLESPIE'S, the employees and the Union.

*Gillespies Produce and Packaging*



*Enterprise Agreement 2001*

## 5 RELATIONSHIP TO PARENT AWARD

This agreement shall be read in conjunction with the Storemen and Packers General State Award 1998 (as amended). Except as provided for in this Certified Enterprise Agreement the provisions of the award shall continue to apply to Gillespie's employees covered by this agreement.

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.

## 6 COMMITMENT

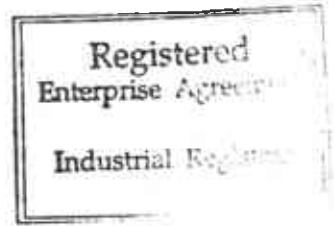
The parties are committed to the implementation of all aspects of this Agreement and individually and collectively, acknowledge that the Agreement is binding on all parties and subject to Industrial Relations Commission of (NSW) Certification and constitutes legal obligations and relationships between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

- by attaining and then maintaining competitive cost structures and productivity improvements similar to those achieved across the broader Fresh Produce industry,
- to 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 2001 and beyond to achieve the shared objectives and provides the process for the continuance of operations for the GILLESPIE'S operation at our Homebush site and when the operations are relocated to Arndell Park.



## 8 PRINCIPLES

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

Attempts should always be made to resolve any disagreement or issue between management and employee/s through genuine consultation and discussion between the parties. This may include discussion between management and employee and/or site delegates and/or relevant union.

In the absence of a resolution being reached between the parties on any disagreement or issue relating to the site or this agreement, Clause 9 of this agreement shall be implemented and followed.

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 has endorsed the Agreement and the Industrial Relations Commission of (NSW) has certified the Agreement.

The parties agree that the terms of this Agreement will apply only to the GILLESPIE'S Produce and Packaging operations at the Homebush Site and the Arndell Park site when relocated as defined.

## 9 AVOIDANCE OF INDUSTRIAL DISPUTES

Where a dispute arises as a result of this agreement, parent Award or any other matter, the disputes avoidance procedures outlined in the Storemen and Packers General State Award 1998 (as amended), shall be implemented and followed.



## 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 1 April 2001 for a period of 2 years.

## 12 WAGE INCREASES

Employees who are bound by this agreement shall be paid a wage increases over the life of this agreement, in increments and time-lines as follows:

- 1<sup>st</sup> payment 3.0% 1 April, 2001
- 2<sup>nd</sup> payment 3.0% 1 April, 2002
- 3<sup>rd</sup> payment 2.0% 1 October, 2002



## 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 a.m. and 6.00 p.m. After consultation with the union delegates, the normal spread of hour may be increased by one (1) hour for morning starts, to 5.00 a.m.

## 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.

### 6.00 a.m. start:

Rest Break	8.00 a.m. to 8.20 a.m.
Lunch Break	12.00 p.m. to 12.30 p.m.

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 (RDO)

To maintain predicability and consistency in labour requirements, two modes of work hours will be made available for employees and implemented.

Mode one employees who wish to take a scheduled RDO. To improve and manage the taking of RDO's the company will introduce a RDO roster system. The RDO roster system will be developed in consultation with the site union delegates. Those employees who nominate to have a scheduled RDO will work the appropriate weekly single rate hours and be entitled to a rostered day off in accordance with the RDO roster.

Mode two employees who wish to work 38 hours on a weekly basis. Those employees, who selected to work 38 hours on a weekly basis and not to have a scheduled RDO, will not be placed on a RDO roster.

To further assist with predicability and consistency in labour requirements, employees will be required to provide reasonable notice if they wish to change their mode of hours. The process for changing employees' mode of work hours will be developed and implemented by the company in consultation with the site delegates.

## 16 EMPLOYEE FLEXIBILITY

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. To this end no restriction will apply to the utilisation of any employee within the site's operations provided the employee is competent (or acquiring competency under instructions) and is safety trained.

## 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 requirement.

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 an hourly rate equal to the appropriate weekly classification rate divided by 38 plus 15% loading.

All casuals covered by this agreement will also receive an additional amount equal to one 12<sup>th</sup> of their ordinary time earnings in lieu of annual leave.

## 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.

*Gillespies Produce and Packaging*



*Enterprise Agreement 2001*

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

It is in the interest of the Company and its employees to implement a proper classification structure based on skills and competencies required and used. The Company undertakes to implement the 5 level classification structure as outlined in this agreement and develop an appropriate employee development program based on appropriate skills and competencies. This process will be commenced within six months of the signing of this agreement and completed during life of agreement.

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

**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 directions).
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 trolleys and pallet trucks.
  - Performing basic packer duties on a production/packing 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.

**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. forklift and mobile cranes.
  - Routine maintenance or stores equipment and production machinery.



- May also be responsible for the Quality Control of the work of other employees.

### 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. Utilise 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

Classification Level	Current Hourly Rate	Plus 3% April 2001	Plus 3% April 2002	Plus 2% October 2002
1	\$13.26	\$13.65	\$14.06	\$14.34
2*	\$14.01	\$14.43	\$14.86	\$15.16
3	\$14.33	\$14.76	\$15.20	\$15.50
4	\$14.85	\$15.29	\$15.75	\$16.06
5	\$15.27	\$15.73	\$16.20	\$16.52

\* Fulltime Rate: Level 2 Storeman Packer/Operator

*Gillespies Produce and Packaging*

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Industrial Registrar

## 21 TRADE UNION TRAINING

To maintain and improve workplace relations it is vital that site union delegates are appropriately trained in carrying out their role and administrating their responsibilities.

To this end the Company will provide two (2) days paid leave per year for elected site delegates to attend authorised trade union training courses. The Company will require a signed request from the State Secretary of the relevant union before paid leave is approved.

Where a site delegate has been approved to attend an authorised trade union training course, the Company undertakes to release the employee without loss of ordinary pay for up to two (2) days. All other costs i.e. travel to or from the course venue, accommodation, etc, are the responsibilities of the delegate and / or their union.

One union delegate only, will be granted approval to attend an approved trade union training program at any one time.

## 22 REDUNDANCIES

The Company has no plans to implement redundancies at this time. If due to internal or external factors there is a need to review this position, the Company undertakes to consult with its employees and the union.

## 23 UNION MEMBERSHIP

The Company has formal processes in place for inducting all new employees. During the induction process new employees are made aware of the unions involvement at the site and who to contact if they wish to gain more information about the union. The Company will continue to provide this information during induction sessions.



## 24 CONTRACTING OUT WORK

The Company's preferred position is to retain all work within its own workforce. However due to a range of reasons including economies of scale, access to equipment, material costs, timeliness, etc, it is not always possible to achieve the preferred outcome. The Company therefor can not rule out the use of out-sourcing work or the use of contract labour. As part of the site communications process, site delegates will be briefed of out-source work arrangements.

## 25 REPLACEMENT OF PERMANENT EMPLOYEES

While it is no intention of the Company at this time to change in any major way the configuration of site employees, the company may change or alter this configuration from time to time as circumstance change. If due to internal or external factors there is a need to review this position, the Company undertakes to consult with its employees and the union.

## 26 JOB VACANCIES TO BE ADVERTISED IN - HOUSE

The Company will place notices on site notice boards to promote site vacancies. No employee will be stopped or discouraged from applying for any site vacancy as it arises. However the Company will employ whichever candidate is most suitable to any vacant position.

## 27 PAYMENT FOR HIGHER DUTIES

The Company is committed to paying employees in accordance with the classification structure in the current agreement. Where an employee is yet to acquire the necessary skill levels of a higher position and is learning the higher duties, that employee will continue to be paid at their existing level.

Where an employee has the competencies for a higher level and is required from time to time to perform at that higher level, that employee will be paid the higher level in accordance with the mixed functions clause of the Award for the period of performing the higher duties.

## 28 NOTICE FOR SITE UNION MEETINGS

The Company wishes to minimise the impact on production processes by un-scheduled disruptions and as far as possible be able to plan adequately where disruptions are to occur.

The Union and its members undertake where possible, to provide the Company with a 48-hour notice period for site union meetings where such meetings will interfere with normal site production processes.

## 29 TAKING OF UNION PICNIC DAY

The current practice of holding the union picnic day on Easter Tuesday is inappropriate for our industry.

The Company and the employees will discuss and reach agreement on an appropriate day on which to take the annual union picnic day.

## 30 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 1 July, 1999	7%
As of 1 July, 2000	8%
As of 1 July, 2001	8%
As of 1 July, 2002	9%

Registered Enterprise Agreement  Industrial Registrar
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## 31 PARTIES TO THE AGREEMENT

*Gillespies Produce and Packaging*

*Enterprise Agreement 2001*

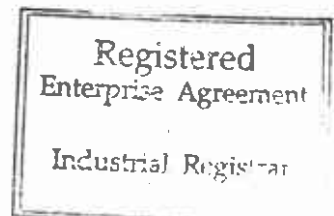


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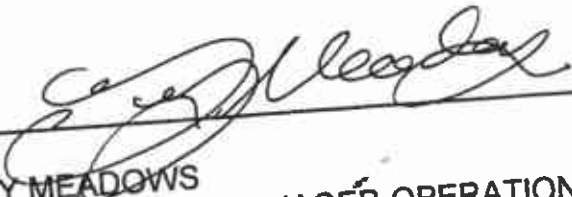
GILLESPIE'S PRODUCE AND PACKAGING (GILLESPIE'S, The Company)  
OPERATING AT HOMEBUSH AND ARNDELL PARK.

ALL EMPLOYEES EMPLOYED BY GILLESPIES PRODUCE AND  
PACKAGING, HOMEBUSH AND ARNDELL PARK, AS STOREMEN AND  
PACKER OPERATORS.


(NUW) NATIONAL UNION OF WORKERS - NEW SOUTH WALES  
BRANCH (The Union)



SIGNED FOR AND ON BEHALF OF:

  
: DATE 29/6/2001  
GARY MEADOWS  
GROUP GENERAL MANAGER-OPERATIONS  
GILLESPIE'S PRODUCE AND PACKAGING

SIGNED FOR AND ON BEHALF OF:

  
: DATE 12 JUL 2001  
FRANK BELAN O.A.M.  
STATE SECRETARY  
NATIONAL UNION OF WORKERS, NEW SOUTH WALES BRANCH

