

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/164

TITLE: Produceone Growers and Packers Enterprise Agreement 2003

I.R.C. NO: IRC3/3430

DATE APPROVED/COMMENCEMENT: Approved 11 June 2003 and commenced 1 April 2003

TERM: 36

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees engaged as Storemen and Packer Operators who are employed by Produceone Growers and Packers at Arndell Park. It covers employees who fall within the coverage of the Storemen and Packers General (State) Award.

PARTIES: Costa's Pty Ltd -&- the National Union of Workers New South Wales Branch

PRODUCEONE GROWERS & PACKERS ARNDELL PARK, BLACKTOWN ENTERPRISE AGREEMENT April 2003 - April 2006

1. Title

This agreement shall be known as the PRODUCEONE GROWERS & PACKERS Enterprise Agreement 2003.

Clause No. Index

This agreement is arranged as follows:

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3. Application

This agreement shall apply at PRODUCEONE GROWERS & PACKERS, 27 Holbeche Road Arndell Park, Blacktown NSW 2148, to all employees who are bound by the terms and conditions contained herein.

The parties to this Agreement are:

Costa's Pty Ltd, 3 Myers Street Geelong Vic. 3220 (the Company)

and

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

4. 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 PRODUCEONE GROWERS & PACKERS employees covered by this agreement.

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

5. 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.

6. Objectives of This Agreement

The parties agree that the success of PRODUCEONE GROWERS & PACKERS and its employees, 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 PRODUCEONE GROWERS & PACKERS in 2003 and beyond to achieve the shared objectives and provides the process for the continuance of operations at Arndell Park.

7. 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 8 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 PRODUCEONE GROWERS & PACKERS operation at the Arndell Park site.

8. 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.

9. 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.

10. Date and Period of Operation

This Agreement shall operate from 1 April 2003 for a period of 3 years.

11. 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:

| | | |
|-------------|------|--|
| 1st payment | 4.0% | 1st April, 2003 |
| 2nd payment | 4.0% | 1st April, 2004 |
| 3rd payment | 4.0% | 1st April 2005 or an increase equivalent to the national |

CPI as published by the Reserve Bank of Australia for the period of 12 months up to March 2005, whichever is the higher.

12. Starting Times

Normal hours of work (span of hours) day workers who commence and complete 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 hours may be increased by one (1) hour for morning starts, to 5.00 a.m.; and by one (1) hour for evening finishes, to 7.00 p.m.

13. 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.

14. 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.

15. Flexi Days

Full-time employees currently not entitled to an RDO who are employed on a 38 hour week but working a 40 hour week will have the opportunity to bank up to two hours each week towards a 'flexi-day'. The flexi-day will be taken in accordance with the following arrangements:

Employees eligible for flexi-days will be entitled to take up to a maximum of 4 days per year.

Flexi-day's will be a full day of 7.6 hours. Partial flexi-days will not be allowable.

The entire 7.6 hours must be accrued prior to the flexi-day being taken.

The taking of a flexi-day must be by agreement, and will take into consideration customer demands and production needs.

When the scheduling of a flexi-day has been agreed to by the employee and management and the required time has been accrued, the agreed flexi-day must be taken by the employee.

Flexi-days are at the employees' request and not instigated by the Company.

The company will put the administrative details in place to manage the proper and accurate handling of flexi-day entitlements.'

16. Employee Flexibility

The Parties agree that:

A multi-skilled work force is necessary to support complete flexibility of jobs and duties within PRODUCEONE GROWERS & PACKERS in accordance with employee skills and capabilities. In doing so, PRODUCEONE GROWERS & PACKERS 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 and contract employment will continue to be used to supplement the permanent workforce so as to provide additional resources and flexibility to cater for changes to production, packaging, and customer service requirement.

It is the intention of the Company to maintain and maximise permanent employment positions. The Company undertakes to continue to review labour demands and requirements on a regular basis.

Where permanent positions do become available existing casual employees will be notified of the vacancy. Selection of applicants for full time vacancies will not however be limited to existing personnel, with the selection criteria for review being 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 selection process.

18. Casual Loading

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 12th of their ordinary time earnings in lieu of annual leave.

19. Training and Development

PRODUCEONE GROWERS & PACKERS 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.

20. 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.

| CLASSIFICATION: | DEFINITION: |
|-----------------|------------------------------|
| 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 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 Level 5 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.

21. Wage Rate Structure

| Classification Level | Current Hourly Rate | Plus 4% April 2003 | Plus 4% April 2004 | Plus 4% April 2005 |
|----------------------|---------------------|--------------------|--------------------|--------------------|
| 1 | \$14.34 | \$14.91 | \$15.51 | \$16.13 |
| 2* | \$15.16 | \$15.76 | \$16.39 | \$17.05 |
| 3 | \$15.50 | \$16.12 | \$16.76 | \$17.43 |
| 4 | \$16.06 | \$16.70 | \$17.37 | \$18.06 |
| 5 | \$16.52 | \$17.18 | \$17.87 | \$18.58 |

* Fulltime Rate: Level 2 Storeman Packer/Operator

22. 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 lose of ordinary pay for up to two (2) days. All other costs such as 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.

23. 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.

24. 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.

25. 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 therefore 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. Taking of Union Picnic Day

Union picnic day will be taken on a day agreed by the Company and union member employees. Discussions between the Company and union member employees will be held within the first 3 months of each calendar year.

31. Superannuation

PRODUCEONE GROWERS & PACKERS agrees to continue to provide contributions for existing superannuation funds in accordance with the superannuation guarantee levy provisions.

32. Transmission of Business

Where PRODUCEONE GROWERS & PACKERS is after the date of this agreement, transmitted from an employer (in this clause called the transmitter) to an other employer (in this clause called the transmit tee) and the employer who at the time of such transmission was an employee of the transmitter in the business becomes and employee of the transit tee:

The continuity of the employment of the employer shall be deemed not to have been broken by reason of such transmission;

and

The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmit tee.

33. Introduction of Shift Rosters

The operational requirements of PRODUCEONE GROWERS & PACKERS are changing and may require the introduction of a shift roster during the life of this agreement.

If the Company determines that a shift roster is to be introduced, the Company agrees to form a working party with employee representatives, to identify and reach agreement on all issues that may result from the introduction of the shift roster.

34. Parties to the Agreement

The parties to this Agreement are:

COSTA'S PTY LTD, trading as PRODUCEONE GROWERS & PACKERS, ARNDELL PARK, (the Company)
and

ALL EMPLOYEES EMPLOYED BY PRODUCEONE GROWERS & PACKERS AT ARNDELL PARK, AS
STOREMEN AND PACKER OPERATORS,

and

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

SIGNED FOR AND ON BEHALF OF:

.....: DATE

CASEY VAN BERKEL
GENERAL MANAGER-HUMAN RESOURCES
COSTA'S PTY LTD

SIGNED FOR AND ON BEHALF OF:

.....: DATE

DERRICK BELAN
STATE SECRETARY
NATIONAL UNION OF WORKERS, NEW SOUTH WALES BRANCH