REGISTER OF ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/184

TITLE: Allgold Foods Pty Ltd /Green & Gold Foods Pty Ltd Enterprise
Agreement No 2

I.R.C. NO: 97/3849

DATE APPROVED/COMMENCEMENT: 15 October 1997

TERM: 18 months

NEW AGREEMENT OR

VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 43

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Packer, Forklift Driver, Miller, Assistant Miller, Coating Operator, Extruder Operator, Engineering Tradesperson, Fitters Assistant, Machine Operator, Food Process Worker and all employees at the company except management amd clerical staff and Fifters

PARTIES: Allgold Foods Pty Ltd -&- Green and Gold Foods Pty Ltd, Neville Atkins, Lionel Blencowe, Graham Briggs, Bradley Bull, David Burgess, Mervyn Camm, Vincent Christian, Malone Christine, Martin Cooper, Maxwell Cooper, Timothy Coulter, Dianne Curry, William Curry, Dudley Dunbar, James Fell, John Fraser, Wayne Gordon, Patricia Greaves, Sharni Hand Troy Hand Greg Hansen, Kary Harrison, John Heness, Jasmin Holt, Matthew Hone, Glen Hopwood, Craig Howe, Barry Hutchinson, Allan Jackson, Douglas Lipscombe, Christine Malone, Roy Martin, Peter Mitchell, Donny Nardi, Fiona Newman, Ian Page, Michael Page, Beryl Paterson, William Pilkington, Leianne Preston, Anthony Ross, Raymond Schirmer, Frank Schmetzer, Gregory Schmetzer, Daryl Semmler, Grant Sheppard, Mark Smith, Rodney Taylor, Harley Teerman, Colin Thompson, Shane Tyrell, Jeffrey Walsh, Kevin Walsh, Joy Waters, David Webster, Scott Young



Aligold Foods Pty Ltd Green & Gold Foods Pty Ltd

Enterprise Agreement No. 2

1997

1. TITLE OF AGREEMENT

This agreement shall be known as the Allgold Foods Pty Ltd/Green & Gold Foods Pty Ltd Enterprise Agreement, No. 2.

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3. APPLICATION OF AGREEMENT

3.1 The Enterprise

The enterprise for which this agreement was made is Allgold Foods Pty Ltd / Green & Gold Foods Pty Ltd, Murrami Road, Stanbridge. The two companies are both subsidiaries of parent company Greens Foods Ltd and share a single common site at Stanbridge, New South Wales.

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3.2 Trades and Occupations

This agreement is intended to apply to Packer, Forklift Driver, Assistant Miller, Miller, Coating Operator, Extruder Operator, Engineering Tradesperson, Fitters Assistant and Fitter, Machine Operator, Food Process Worker employed at Murrami Rd., Stanbridge. All employees employed by the company are covered by these trades and occupations except management staff and clerical staff.

4. PARTIES BOUND

- 4.1 Allgold Foods Pty Ltd/Green & Gold Foods Pty Ltd, Murrami Road, Stanbridge, New South Wales (known in this document as 'the company') and,
- 4.2 The employees of Allgold Foods Pty Ltd and Green & Gold Foods Pty Ltd

5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the Agreement shall partially regulate the terms and conditions of employment previously regulated by the Grocery Products Manufacturing (State) Award and Metal & Engineering Industry (New South Wales) Award, provided that where there is any inconsistency, this Enterprise Agreement shall take precedence and apart from clauses specified in this agreement all other clauses of the awards shall apply.

6. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.



7. COMMITMENT TO VISION AND MISSION

Management and employees agree to commit themselves to the company's vision:

Allgold Foods Vision:

to become the major Australian manufacturer of specialty value-added cereal and legume ingredients for the food industry, exporting a substantial proportion of production and providing reasonable returns to shareholders.

Green & Gold Foods Vision:

to become a significant Australian manufacturer of high quality and novel Breakfast Cereals and Snack Foods, producing products under the Green's brand and house brands in approximate equal proportions for both the domestic and export markets, and providing reasonable returns for shareholders.

Management and employees agree to commit themselves to the Company's Mission as set out below:

In all dealings, Management and employees will abide by the principles of honestly, integrity, humility and respect by:

Providing our customers with a broad range of innovative food products of premium quality at competitive prices.

Providing an open and constructive work-environment and ensure that our employees are suitably encouraged and rewarded.

Recognising our ultimate objective of providing long-term returns to shareholders.

Fostering an open and mutually beneficial relationship with our suppliers.

Striving to be internationally competitive

Being responsive to community and environmental issues.

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CONSULTATIVE COMMITTEE

It is agreed that the Consultative Committee will continue throughout the period of this Agreement. The Committee will comprise five (5) elected employees and two (2) management representatives. Any matters arising from the interpretation and implementation of changes contained in this Agreement are to be addressed by the Consultative Committee.

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The Consultative Committee will be responsible for the development of policies relating to safety, uniforms, discipline and sick leave. These policies are to be consistent with the requirements of relevant legislation, company aims and policies.

9. OBJECTIVES OF THE AGREEMENT

The objective of the agreement is to provide a framework to enable the company to work towards its vision in a manner which will jointly benefit both the company and its employees.

These objectives will be achieved through:-

- 9.1. all employees being encouraged to constructively contribute to the running of the business and have a democratic say as part of a team.
- 9.2. the development of a method of payment above current awards based on improved company profitability and linked to employees performance.
- 9.3. the establishment of job classifications to identify career paths and a means of advancement through skills.
- 9.4. the establishment of training programs to encourage employees to perform a wider range of jobs ie., multi-skilling.
- 9.5. an agreement to investigate the concept of annualizing wages.

The above objectives shall be achieved in an environment ensuring mutual trust between the company and employees in a way which will not disadvantage employees in relation to current awards.



10. OBLIGATIONS UNDER THE AGREEMENT

10.1 The Company.

- 10.1.1 will provide an open, safe and constructive work environment where the company and its management strive to encourage employees to share in the running of the company. The company will support the idea of close working relationships between management and employees by regularly encouraging joint training and social activities.
- 10.1.2. has provided increases in wages effective from the first full pay period after 1st February 1997 as shown in Table 1.
- 10.1.3. has provided increases in wages effective from the first full pay period after 27th June 1997 as shown in Table 2.
- 10.1.4. will provide uniforms to all employees after the qualifying period, as stated in the Company Uniform Policy.
- 10.1.5. will maintain a Staff Shop for the purchase of company products at reduced prices.
- 10.1.6. will undertake a restructuring of job classifications based on skills and defined career paths enabling employees to improve wages as skills are improved.
- 10.1.7. will investigate the potential for further wage increases based on improved company profitability which can be linked to employees performance.
- 10.1.8. will pay a bonus to encourage employees to minimise absenteeism.
- 10.1.9. will allow more flexible work times with employees able to vary some conditions.
- 10.1.10. will provide appropriate training programs.



10. OBLIGATIONS UNDER THE AGREEMENT (Continued)

10.2 The Employees

- 10.2.1 loyalty to the company and its goals, a compliance with company procedures and policies, and total integrity in all aspects of job performance.
- 10.2.2. a commitment to improve productivity, product yields, reduce wastage and machine downtime.
- 10.2.3. a commitment to assist in the introduction of a range of Key Performance Indicators which will provide an accurate measurement of further increasing productivity and efficiency within the company. These measures will be developed and implemented during the life of this agreement and will provide the basis for further profitability linked wage increases.
- 10.2.4. an agreement to the introduction of job classifications based on skills rather than job function, recognizing that this may result in employees carrying out the same job function being paid at different levels. This is justified by the fact that the employee on the higher job classification (higher wage) will have achieved higher skills levels through training.
- 10.2.5. a commitment to participate in training programs to enable employees to perform a wider range of jobs and subsequently work throughout the factories across a range of machines, equipment and processes for which they have been trained.
- 10.2.6. a commitment to work towards improving product quality and customer service with eventual quality accreditation to ISO9000/AS3900.
- 10.2.7. a commitment to improve safety and reduce absenteeism.

11. TYPES OF EMPLOYMENT

11.1 Probationary Employees



All new employees shall be employed under a probationary period of three months commencing from the date of engagement. During this period a new employee will be properly instructed on the tasks and requirements of the position to be filled. During the probationary period employment may be terminated on one day's notice by either the employer or the employee.

11.2 Casual Employees

Casual employees will be party to this Agreement and will be paid the rates of pay for their appropriate Classification Level, as shown in Tables 1 and Table 2 to this Agreement, expressed as an hourly rate determined by dividing the relevant weekly rate by 38. A casual loading of 15%, in lieu of sick leave and annual leave, will be added to the hourly rate.

The hourly rate determined above, including the casual loading, will be the hourly rate used for payment of ordinary time and overtime worked.

Employees hired on a casual basis will have their work reviewed periodically over the first six months of employment. An offer of permanent employment may be made after such assessment, given that an appropriate full time position is available at that time.

Selection of casual employees for full time positions will be approved in the same manner as that set out for upgrading from Level 1 to 2 in Section 13.

12. CONDITIONS OF WORK

12.1 Hours of Work

Hours of work will be in accordance with the provisions of the awards.

With respect to Rostered Days Off, it is agreed that employees may elect to bank RDO hours and the accumulated hours may be taken at a time agreed upon by the company and the employee, or the employee may elect to be paid out accumulated RDO hours.

12.2 Shift Work (Permanent Employees)

12.2.1. Where shift work is applicable, shifts will rotate monthly/fortnightly/weekly as determined by a majority of the employees and the company. Shift Allowances payable will be:-

day \$40.00 per week afternoon \$40.00 per week night \$40.00 per week

Under normal circumstances, unless otherwise agreed, the company will require Allgold and Green & Gold employees to rotate shifts on the same basis, ie., monthly, fortnightly or weekly.

- 12.2.2. Where shift work is applicable, employees may, at their request, arrange to work a permanent shift providing they can negotiate with other employees to work the other shifts and providing the following conditions are met:
 - the shift replacement is of similar skills and ability
 - the arrangements will need to be in groups of two (day, afternoon) or three (day, afternoon & night) depending on the number of shifts in operation at the time. These arrangements will need to be reviewed when any member of this group is unavailable or if the number of shifts change, and if suitable arrangements cannot be achieved employees will be required to return to rotating shifts



all arrangements will require the approval $\frac{Registern}{l_{hdush}}$ of the Production Manager.

the shift allowances payable under these circumstances will be -

day nil afternoon \$40

\$40.00 per week

night

\$80.00 per week

12.2.3 Management may require some employees to work permanent shifts and under these circumstances the shift allowances payable will be:

day

nil

afternoon

\$60.00 per week

night

\$90.00 per week

12.3 Shift Work (Casual Employees)

12.3.1 Casual employees will be employed on shifts on a "needs" basis at the discretion of the company. In determining shift needs the company will give preference to casual employees willing to work any shift. Shift allowances payable will be:

day afternoon

\$8.00 per shift \$8.00 per shift

night

\$8.00 per shift

12.3.2. Casual employees prepared to work only specific shifts will be paid the following shift allowances:

day

nil

afternoon

\$8.00 per shift

night

\$18.00 per shift

12.3.3 Management may require some casual employees to work permanent shifts and under these arrangements shift allowances payable will be:

day

nil

afternoon

\$12.00 per shift

night

\$18.00 per shift

Registered Enterprise Agreement It is agreed that alternate shift arrangements for casual and permanent dustrial Registrar employees might need to be considered during the life of this agreement and that these may be introduced following mutual consent of the company, the works committee and the majority of workers.

12.4 Attendance Bonus

Employees working for each full year without any unauthorised absence or sick leave taken will be paid an Attendance Bonus of 3 days pay at ordinary time.

Employees with 1 day absent will be paid 2 days and employees with 2 days absent will be paid 1 day.

These payments will be made without loss or reduction in Sick Leave entitlements.

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13. JOB CLASSIFICATIONS

The parties agree to adopt the new Job Classification structure to replace the existing Award and Company Classifications. The new Classifications range from Levels 1 to 7 and include additional Levels 4A and 5A. Level 1 is a training level applicable during a new employee's probationary period referred to in Section 11. Levels 2 to 7 are skills related, with employees achieving these skills through company and external training based on the Enterprise Training Program at Appendix 1.

The new Classifications Structure, the Wages Tables included in Section 21 and the Enterprise Training Program at Appendix 1 meet the aims of Section 13 of the original Enterprise Agreement.

Comparison of the Award, Existing Company and New Classifications:-

Award Classification	Existing Company Classification	New Classification Level
Grocery Products Manufacturing (State) Award		
Packer	Packer(1)	Level 1 - Probationary
Packer	Packer (2) Packer (3)	Level 2
Forklift Driver Assistant Miller	Forklift Driver/Packer Assistant Miller Coating Operator	Level 3
Miller	Extruder Operator Leading Hand Packer (1) Leading Hand Coating Operator Leading Hand Mixer Leading Hand Miller (1)	Level 4
Miller	Leading Hand Packer (2) Leading Hand Extruder Operator Leading Hand Miller (2) Leading Hand Miller (3)	Level 4A
	Leading Hand Miller (4)	Level 5
		Level 6
		Level 7
Metal & Engineering Industry (NSW) Award		
Engineering Tradesperson (C10)	Fitter's Assistant (C10)	Level 4A
Engineering Tradesperson (C8)	Fitter (C8)	Level 5
Engineering Tradesperson - Special Class (C7)	Fitter (C7)	Level 5A

Classification of Employees 13.1

Transfer of employees to the new classifications will be in accordance with the above Table. It is agreed that no employee's pay will be reduced as a result of the changeover.

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13.2 Reclassification of Employees

Industrial Registrar Following the adoption of the new Classifications, employees will be able to achieve upgrading to the next higher Level by completing the requirements of the Enterprise Training Program, by assessment of competency to the levels specified in Appendices 2 to 10 and by assessment of practical experience.

Upgrading will be approved in the following manner:-

Level 1 to 2

At or prior to the end of the probationary period, the upgrading will be subject to -

- assessment of Competency Level 1 as set out in Appendix 2 1.
- approval by the employee's Work Team and the Production 2 Manager.

If the Work Team and the Production Manager cannot agree, the probationary period may be extended by a further three months. If at the end of this time agreement still cannot be reached the employment will not proceed.

Level 2 to 3

Upgrading will be subject to -

- the completion of the required training 1.
- assessment of Competency Level 2 as set out in Appendix 3
- approval by the Works Team and Production Manager. 3.

Level 3 to 4

Upgrading will be subject to -

- completion of required training 1.
- assessment of Competency Level 3 as set out in Appendix 4 2.
- recommendation from Works Team and Production Manager 3.
- approval by Classification Team

Level 4 to 4A

Upgrading will be subject to -

- 1. completion of required training
- assessment of Competency Level 4 as set out in Appendix 5 2.
- recommendation from Works Team and Production Manager 3.
- approval by Classification Team 4.

Level 4A to 5

Upgrading will be subject to -

- completion of required training
- 2. assessment of Competency Level 4A as set out in Appendix 6
- 3. recommendation from Works Team and Production Manager
- approval by Classification Team
- 5. agreement by management that a vacancy exists in the new level.

Level 5 to Level 5A

Upgrading will be subject to -

- 1. completion of required training
- 2. assessment of Competency Level 4A as set out in Appendix 6
- 3. recommendation from Works Team and Production Manager
- 4. approval by Classification Team
- agreement by management that a vacancy exists in the new level.

Level 5 to Level 6

Upgrading will be subject to -

- 1. completion of required training
- 2. assessment of Competency Level 5 as set out in Appendix 7
- 3. recommendation from Works Team and Production Manager
- 4. approval by Classification Team
- 5. agreement by management that a vacancy exists in the new level.

Level 5A to Level 6

Upgrading will be subject to -

- 1. completion of required training
- 2. assessment of Competency Level 5A as set out in Appendix 8
- 3. recommendation from Works Team and Production Manager
- 4. approval by Classification Team
- agreement by management that a vacancy exists in the new level.



Level 6 to Level 7

Upgrading will be subject to -

- completion of required training
- 2. assessment of Competency Level 6 as set out in Appendix 9
- 3. recommendation from Works Team and Production Manager
- 4. approval by Classification Team
- 5. agreement by management that a vacancy exists in the new level.

It is the intended that Levels 4A and 5A will phased out within two (2) years as employees progress within the new Classification structure.

Until the full Training Program and Safe Work Procedures are in place and Accreditation requirements have been met, the training prerequisites for each level may not be required.

13.3 Classification Team

The Classification Team will comprise 3 employee representatives nominated by the Consultative Committee and 3 management representatives. In the event of the Classification Team being unable to arrive at a decision, the matter will be referred to the General Manager for final decision.



14. EMPLOYEE TRAINING

The parties agree to the implementation of the Enterprise Training Program at Appendix 1 and recognise that the Program is an essential element of the Classifications Structure set out in Section 13. The parties also agree that the aim of the Training Program is to provide a career path with structured training for all employees to gain more skills, more pay and greater job satisfaction, resulting in benefits for both the individual and the company.

The Enterprise Training Program is a blending of the National Food Processing Curriculum with specific enterprise needs. Successful completion of the modules in Levels 2, 3,4, and 4A will enable employees to receive Certificates I, II and III of Food Processing, and employees completing the modules in Levels 5 and 6 will gain Certificate IV in Food Technology.

The parties recognise that the Program may need to be varied to meet changing requirements in the workplace.

14.1 The Enterprise Training Program

The Enterprise Training Program contains four areas of training requirements, Core Modules, Generic (Optional) Modules, Enterprise Specific Modules and Specialised Modules. Training in these areas will be provided as follows:-

Core modules - training by external providers

Enterprise Specific modules - training by industry experts identified from within the company or other industry sources

Specialised Modules - training by company trainers using Standard Operating Procedures developed by the company for each process.

Optional Modules - training by external providers and suppliers of specialised equipment

The company undertakes to provide training of sufficient employees and management, as Workplace Trainers, Workplace Assessors and Workplace Mentors, to ensure that the Training Program can be successfully implemented.

Employees will be encouraged to participate in the Training Program and employees who have demonstrated competency in Enterprise Specific training will be given priority for training in Specialised and Optional subjects.

14.2 Assessment of Current Skills

It is agreed that following transfer to the new Classification

Structure, all employees will be assessed for Recognition of Prior

Learning and Competency to determine their level of entry into the

Training Program. The company undertakes that this assessment

will be for training purposes only and will not affect any employee's

Classification level. This assessment will be carried out by experts

nominated by the company and assisted by an external provider.

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14.3 Employee Training

It is agreed that the cost of delivering training to individuals must be kept to a minimum. This is to ensure that the availability of training is sufficient to satisfy both Company needs and individual expectations of skills development and job progression.

The following principles are to be adopted in the planning and implementation of training:

- 14.3.1. Onsite training should be undertaken during the individual's ordinary hours of work wherever possible.
- 14.3.2. Onsite training should be scheduled at times of least inconvenience to shift workers.
- 14.3.3. Attendance at such training should be through approved changes in shifts where necessary, and wherever possible.
- 14.3.4. In enabling the release of individuals to attend training courses, coverage of that individual should be managed through the use of spare and available labour or operating with reduced manning where possible.
- 14.3.5. The working of overtime to cover the release of individuals for training is to be regarded as a last step and must be approved by the Production Manager.
- 14.3.6. Attendance by an individual at a relevant external course of his choice (eg TAFE) falling outside that person's ordinary hours of work shall be in the employee's own time.

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- 14.3.7. Employees undertaking relevant approved external training will receive support in respect of course fees and textbook costs on successful completion of each stage of the course.
- 14.3.8 Employees attending off-site training or visits to another site, will receive the wages the employee would have received in respect to the ordinary time the employee would have worked had the employee not been on such training/visit.

15. WORKING IN TEAMS

It is agreed by both the Company and employees that every effort will be made to structure work within the companies into teams.

Two types of teams will be identified:

15.1. Work Teams

These will be groups of employees on the same shift working on a selected project or job. Guidelines for the ways in which teams will be organized and work, including identification of team leader and team training coordinator responsibilities, will be developed during the life of this Agreement.

15.2 Specialty Teams

The Company will encourage all employees to take more responsibility and share in the running of the company by becoming involved in specialty teams as well as their normal work teams.

Speciality teams may include but not be limited to:

- Best Practice Committee
- Enterprise Consultative Committee
- Production Methods Team
- OH & S Team
- Training Team
- Site Team
- Quality Assurance Team
- Communications Team
- Administration Team
- R & D / Capital Works Team
- Marketing Team

It is agreed that the costs of operating specialty teams and committees must be kept to a minimum.

- 15.2.1 Work and meetings should be undertaken during ordinary hours of work wherever possible but priority must be given to the individual's normal work function.
- 15.2.2. Work and meetings should be scheduled at times of least inconvenience to shift workers.
- 15.2.3. Attendance at meetings should be facilitated through approved changes in shifts where necessary, and wherever possible.
- 15.2.4. In enabling the release of individuals to attend meetings, coverage of that individual should be managed through the use of spare and available labour or operating with reduced manning where possible.

It is recognized that due to the fact that committee or team members might not always be on the same shift there will be a need to try to organize meetings when members are on different shifts in the time around the changes of shift.

In relation to shift work the following principles shall be applied to meetings of teams:

- 15.2.5. Wherever possible if all team members are on the same shift, the meeting should be held in the ordinary time of that shift.
- 15.2.6. If team members are on different shifts meetings should be arranged so that on average all members attend meetings in ordinary time to approximately the same extent each month.

Team members will be expected to attend at least 80% of scheduled team meetings or team work times or they will risk forfeiting their position on the team.

16. PROFIT GAIN-SHARING

Both the company and employees recognise the potential to increase company profitability by initiating new programmes and work practices.

The concept of Gain-sharing involves the measurement of the company's performance in several key areas, at an agreed time, and on agreement by the company to share the increased profit obtained with the employees who have assisted to achieve the gain with improved work practices

Key Performance Indications will be used to examine improved company performance and the following areas could be examined.

Materials Usage

- Safety

Labour Costs

Quality Complaints

Overhead Costs

Stock Levels

Customer Service

The company and the employees recognise that the development and implementation of any profit gain sharing programme is a difficult and involved process and that the development of such a programme will continue during the period of this Agreement.

Details as to the way in which Profit Gain-Sharing is distributed will be determined by the Consultative Committee in conjunction with management.

The company gives an assurance that no employees wages will be reduced in any way due to the introduction of a profit gain-sharing scheme.

The employees of the company commit themselves to working towards the establishment of an effective profit gain-sharing programme which will be developed and implemented during the life of this and subsequent enterprise agreements. All employees will assist in the establishment of Key Performance Indicators which will be used to determine the profit gain as a result of improved work practices. This will include the initial and regular measurement of parameters such a material usage, wastage, labour efficiency, downtime, overhead costs, meeting of customer orders, accidents, quality complaints and levels of stock held.



17. COUNSELLING PROCEDURE

- 17.1. A formal counselling process will apply to matters such as poor performance of duties, lack of ability to work with fellow employees, lack of ability to follow instructions of supervisors, poor timekeeping, unacceptable absenteeism or continuing errors made after the training period is completed.
- 17.2. If after counselling an employee does repeat an offence after being given the opportunity to improve, the employee will be issued with a formal verbal warning, with the representative of his or her choice, in attendance.
- 17.3. If no improvement occurs the next step will be an official written warning given with a representative of his or her choice present.
- 17.4. If no improvement occurs the next step will be an official final written warning given with a representative of his or her choice in attendance.
- 17.5. If the unacceptable behaviour continues while the employee is on an official final warning, the employee may be dismissed.

These warnings shall remain valid for a period of twelve months. This does not preclude the company from taking other disciplinary action in cases deemed to be of serious misconduct or refusing duty as defined in the award.



18. DISPUTES & GRIEVANCE HANDLING PROCEDURE

The Company and Employees agree that the following procedures shall be used to settle disputes and grievances.

18.1 Individuals

- 18.1.1 The employee notifies his/her supervisor (in writing or otherwise), as to the substance of the grievance, requests a meeting and states the remedy sought. This must occur within five working days of the incident.
- 18.1.2 The supervisor will meet with the employee within two working days and discuss the grievance in an attempt to resolve the matter. The employee may have a representative of his/her own choice present.
- 18.1.3 If the matter is not resolved the supervisor will confer with the Production Manager and/or General Manager and a joint meeting will be arranged with the employee (and if required his/her representative) within a further three working days to resolve the dispute.
- 18.1.4 If the matter is still not resolved it will be referred to a sub-committee of the Consultative Committee (consisting of two members of the Works Committee and two management representatives), by the Production Manager or General Manager. The sub-committee will meet to resolve the grievance within five working days.
- 18.1.5 If the grievance is still not satisfied the company will provide a response to the employee including any reason for not implementing any of the proposed remedies, within two working days.
- 18.1.6 At the request of the employee the matter may then be referred to an independent mediator (agreed to by the employee and the Company) and if still not resolved the matter will be referred to the Industrial Relations Commission.

18.2 Disputes with Groups of Employees

18.2.1 Disputes or grievances between groups of workers and the company will be notified (in writing or otherwise), to the Production Manager, detailing the substance of the dispute or grievance, requesting a meeting and stating the remedy sought. This must occur within five working days of the incident.

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- 18.2.2 The Production Manager will arrange a meeting with the employees within two working days to resolve the dispute. If the matter is still not resolved the Production Manager will refer the matter to the General Manager and/or Managing Director who will meet with employees to resolve the grievance or dispute within a further two working days.
- 18.2.3 If the matter is still not resolved the company will provide a response to the employees including any reason for not implementing any of the proposed remedies, within two working days.
- 18.2.4 At the request of the employees the matter may then be referred to an independent mediator (agreed to by the employees and the Company) and if still not resolved the matter will be referred to the Industrial Relations Commission.
- 18.2.5 During the entire procedure above, normal work will continue.
- 18.2.6 The Company and the employees may be assisted in negotiations by representatives industrial organisations.

19. CURRENT COMPANY POLICY

Company Policies in place at the time of signing the Agreement will remain in place unless overridden by the Agreement.

20. WAGE INCREASES

The parties to this Agreement agree that Leading Hand Allowances and Plant Allowance will be included in the wage rates for each Level under the new Classification Structure.

The Company agrees that from and including the first full pay period after 1st February 1997 the wage rates will be those shown in the Table 1 to this Agreement.

The Company agrees that from and including the first full pay period after 27th June 1997 the wage rates will be those shown in the Tables 2 to this Agreement.



Table 1

Wage Rates payable from the first full pay period after 1st February 1997

Current Classifications	Current	New Pay	Class'n
	Pay	Feb-97	Level
Packer - Base Rate (Probationary)	379.18	380.00	One
and Casual			
Packer	389.10	396.00	Two
•	395.00	396.00	
Forklift Driver/Packer Assistant Miller Coating Operator	406.54	415.00	Three
Extruder Operator, Miller	421.36	455.00	Four
L/Hand Packer, Coating Operator	426.54	455.00	
L/Hand Mixer, L/Hand Miller	441.36	455.00	
L/Hand Miller (incl. Plant Alice) #	461.36	455.00	
L/Hand Packer	461.36	495.00	Four(A)
L/Hand Extruder Operators L/Hand Miller	481.36	495.00	The same of the sa
L/Hand Miller (incl.Plant Alice) #	501.36	495.00	
Fitters Assistant	486.36	495.00	
Fitter	524.36	535.00	Five
Fitter	543.36	560.00	Five(A)

See Section 11 Clause 11.2 for Casual rates of pay

[#] Note: Pay for these Classifications will not vary until such time as the new Classification Rate exceeds the current Classification Rate

Table 2
Wage Rates Payable from 1st Full Pay period after 27th June 1997

Classification	Wage Rate
Level	Per Week
One	380.00
Two	400.00
Three	425.00
Four	465.00
Four(A)	510.00
Five	550.00
Five(A)	575.00
Six	600.00
Seven	650.00

See Section 11 Clause 11.2 for Casual rates of pay

Review of Wages

It is agreed that a review of wages will be undertaken in March 1998.

Apart from the above it is agreed that there shall be no other wage increases during the life of this Agreement, except where consistent with the Agreement itself, or National and/or State Wage Cases to the extent necessary to maintain minimum Award wages.

Registered Finterprise Assessment

21. ANNUAL LEAVE

A permanent employee shall be entitled to 20 days annual leave after 12 months continuous service (less the period of annual leave).

Continuous Service shall include absences due to Sick Leave, Long Service Leave and other paid absences approved by the Company.

Annual leave shall be exclusive of non working days and gazetted Public Holidays and may be taken in periods and at times agreed by the Company and the employee.

Pro-Rata annual leave may be taken in advance of the accrual date as agreed by the Company and the employee.

Employees will be paid ordinary time wages for annual leave taken and leave loading at 17.5% of the wages calculated for the period of the leave. Leave loading will be paid for periods of pro-rata leave taken in advance.

A permanent employee, who lawfully leaves the Company, or his/her employment is terminated other than for misconduct or refusing duty, will be paid for annual leave at credit plus pro-rata leave to the date employment ceases, less any periods of pro-rata leave previously paid in advance. Leave loading will not be paid for pro-rata leave on termination.

22. SICK LEAVE

An employee absent from work because of personal illness, or because of injury resulting from an accident, shall be entitled to sick leave subject to the following conditions:-

- 22.1 the employee is a permanent employee and has been employed by the company for at least three (3) months.
- 22.2 the employee is to notify or have the Company notified that he/she is unable to attend work as soon as they are able to do so and if at all possible, prior to the commencement of the employee's shift. In any event notification is to be made within 24 hours of the commencement of the absence. Failure to notify the Company in accordance with this condition, may result in the absence being treated as an unauthorised absence.
- 22.3 the employee will prove, to the reasonable satisfaction of the Company, that he/she was unable to attend work due to the illness or injury.
- 22.4 the employee will not be entitled to sick leave for any period where he/she is entitled to Worker's Compensation.

Registered

Enterprise Agreement

the employee will not be entitled to sick leave where the landwitted Rogistral Rogistral 22.5

An employee during their first year of service shall be entitled to five (5) days sick leave and ten (10) days sick leave for each subsequent year.

Unused sick leave shall accumulate from year to year and shall be available to an employee for a period of twelve (12) years, but no longer, from the end of the year in which it accrued.

Sick leave may be used for family leave in accordance with award conditions.

23. TERM OF THE AGREEMENT

This Enterprise Agreement No. 2 shall take effect from the date of approval and shall remain in force for a period of 18 months unless varied or terminated earlier by the provisions provided by the Act.

24. SIGNATORIES TO AGREEMENT - COMPANY



For and on behalf of the Company Allgold Foods Pty Ltd For and on behalf of the Company, Green and Gold Foods Pty Ltd

The Common Seal of

All sld boods Produd (002 518 484)

a friend to sense during with he Articles of Association in the

bolence & N

002618484

VIA

Director

Dilector/Secretary

Dated:

22

The Common 3 Lof Green and Gold Espain Pty Ltd

is afficed in accordance with

Presence Seal

Director

Dilector/Secretary

day of Selbele 1997

24. SIGNATORIES TO THE AGREEMENT - EMPLOYEES both Strain Company

NAME	SIGNATURE	Siste DAYE
Atkins, Neville	D HH	V7 A.91
Blencowe, Lionel	- SIER LEAVE -	
Briggs, Graham	Cooks Bruce	17/9/97.
Bull, Bradley	MBul W	17/9/97
Burgess, David	Dard Berown	17.9.97
Camm, Mervyn	Willen	17-8-87
Christian, Vincent	Glever	16.9.97
Cooper, Martin	M.L. Cache	17997
Cooper, Maxwell	M.L. Cooper.	17.9.27
Coulter, Timothy	1 Coalle	17-9-97
Curry, William	- W/ COMITNEATIONS -	_
Curry, Dianne	- LEAVE -	
Dunbar, Dudley	O Hunba	17/9/97
Fell, James	Somes-P. Fili	17/9/97
Frazer, John	O.d. Phas	17.9.97
Gordon, Wayne	10 11	16 9 97
Greaves, Patricia	1 heaves	16-9-97
Hands, Sharmi	D Polanels.	17.9.97
Hands, Troy	1 Haurah	17.9.97
Hansen, Greg	- DECLINED TO SIGN-	
Harrison, Kary	- RESIGNED	
Heness, John	- CHANGED EMPLOYMENT	
Holt, Jasmin	ANNOS	16-9-97
Hone, Matthew	matthew Have	17-1-4]
Hopwood, Glen	Gran Hansool	16/9/97
Howe, Craig	Sicre LEAVS	- F - F
Hutchinson, Barry	B. HATelunaan	17-9-97
Jackson, Allan	Mach	17-9-97
Lipscombe, Douglas	With a con- of	17.9.97

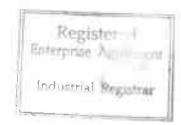
	31					
NAME	SIGNATURE	DATE				
Malone, Christine	6.Malone	17-9-97				
Martin, Roy	- DESCURED TO SIGN_					
Mitchell, Peter	MILLED	17-9-97				
Nardi, Donny	- LESIGNED -					
Newman, Fiona	Indeuman	17-9-97				
Page, lan	301	17.9.97				
Page, Michael	CEAVE					
Paterson, Beryl	R. Waderan	16.2.97				
Pilkington, William	Whington	17-9-97				
Preston, Leianne	LAPRODON'	16-9-97				
Ross, Anthony	Aglhon.	17.4.97				
Schirmer, Raymond	Kohume	17-9-97				
Schmetzer, Frank	FEdnetwe	17.9.97				
Schmetzer, Gregory	G. Schloton	17-9-97				
Semmler, Daryl	Norgh end	17-9-97				
Sheppard, Grant	Gart A Dhellal.	17-9-97.				
Smith, Mark	1 K SH	17.9.97				
Taylor, Rodney	R Taylod	16/9/97				
Teennan, Harley	H Tegiman	1719197				
Thompson, Colin	Allect	16/4/97				
Tyrrell, Shane	D tignet	17/9/97				
Walsh, Jeffrey	5- walk	17.9.97				
Walsh, Kevin	K.J. melli	1614197				
Waters, Joy	Adelater	17-9-97				
Webster, David	David J. Webels	17-9-97				
Young_Scott	hour	179.97				

24.

Registered Enterprise Agreement SIGNATORIES TO THE AGREEMENT - EMPLOYEES (continued)

Employees Names and Occupations

NAME	OCCUPATION				
Atkins, Neville	Packer				
Blencowe, Lionel	Packer				
Briggs, Graham	Packer				
Bull, Bradley	Packer				
Burgesa, David	Coating Operator				
Camm, Mervyn	Extruder Operator				
Christian, Vincent	Leading Hand Packer				
Cooper, Martin	Packer				
Cooper, Maxwell	Leading Hand Extruder Operator				
Coulter, Timothy	Fitter's Assistant				
Curry, William	Fitter				
Сшту, Dianne	Packer				
Dunbar, Dudley	Packer				
Fell, James	Leading Hand Extruder Operator				
Frazer, John	Extruder Operator				
Gordon, Wayne	Fitter				
Greaves, Patricia	Leading Hand Packer				
Hands, Sharni	Packer				
Hands, Troy	Packer				
Hansen, Greg	Fitter				
Harrison, Kary	Packer				
Heness, John	Fitter				
Holt, Jesmin	Packer				
Hone, Matthew	Packer				
Hopwood, Glen	Extruder Operator				
Howe, Craig	Coating Operator				
Hutchinson, Barry	Packer				
Jackson, Allan	Forklift Driver				
Lipscombe, Douglas	Leading Hand Miller				



NAME	OCCUPATION	
Malone, Christine	Leading Hand Packer	
Martin, Roy	Leading Hand Miller	
Mitchell, Peter	Leading Hand Miller	
Nardi, Donny	Assistant Miller	
Newman, Fiona	Packer	
Page, Ian	Fitter's Assistant	
Page, Michael	Packer	
Paterson, Beryl	Packer	
Pilkington, William	Forklift Driver	
Preston, Leianne	Packer	
Ross, Anthony	Forklift Driver	
Schirmer, Raymond	Fitter	
Schmetzer, Frank	Forklift Driver	
Schmetzer, Gregory	Packer	
Semuler, Daryl	Extruder Operator	
Sheppard, Grant	Leading Hand Extruder Operator	
Smith, Mark	Leading Hand Miller	
Taylor, Rodney	Forklift Driver	
Teerman, Harley	Packer	
Thompson, Colin	Leading Hand Packer	
Tyrrell, Shane	Fitter	
Walsh, Jeffrey	Packer	
Walsh, Kevin	Leading Hand Miller	
Waters, Joy	Leading Hand Packer	
Webster, David	Coating Operator	
Young, Scott	Leading Hand Mixer	

ALLGOLD FOODS and GREEN & GOLD FOODS Enterprise Training Program

Appendix 1

Modules	Classification Level applicable to Modules							
	One	Two	Three	Four	Four(A)	Five	Five(A)	Sint
Core								-
O.H. & S		1	1		·			-
Communications		1	1		4	1	1	-
Quality Assurance		1		1	4			_
Hygiene & Sanitation		1	1	-		4	4	-
Calculations		1			4	-	-	+
Generic(Optional)								F
Materials Handling	1		1	1				
Cleaning & Sanitation		1	4					
Senior First Aid		1						
Packaging		1		1	1			
Advanced First Aid				1				
Work Team Communications					4			
Production Training						1	1	
Automated Processing						4	-	
O.H. & S First Aid						1	1	1
Enterprise Specific								ŧ
Introduction to Food Manufacturing		1						T
Materials Preparation			1					\top
Unit Preparations & Operations			1					
Sub-System Preparations & Operations				1				
System Preparations & Operations					1			
Specialised								
Induction Training	1							
Team Development		V						
Workplace Trainer				~				
Workplace Assessor					¥			
Team Leader Training				4				

Note: Training subjects for Level 6 and Level 7 to be determined.



LEVEL ONE

Pre-requisites

There are no pre-requisites for entry into this level following engagement. An employee at this level will:

- Complete a program of induction training;
- Complete a program of skills training to meet the requirements of being able to competently perform tasks within the scope of Safe Work Procedures for level Two.

General description of skills required

- 1 Ability to follow instructions
- Manual handling skills.
- Ability to follow standards and procedures.

General description of knowledge required

- 1 A broad understanding of all production activities carried out in the company
- An understanding of health and safety regulations and procedures relevant to the level.
- 3. An understanding of the wages, entitlements and employment conditions set out in the award and the current site arrangement.
- A knowledge of the materials used in the work area.
- 5. A knowledge of the range and uses of machines in the work area.
- An understanding of the system of Safe Work Procedures (SWP) used throughout the company

Induction training program embracing:

- Basic Occupation Health and Safety and Workers Compensation procedures
- First Aid
- Conditions of employment
- Company policies and objectives
- * An introduction to quality assurance
- Company and E C committee objectives
- Evacuation and fire procedures
- * Plant tour
- * Housekeeping/Cleaning

Level of responsibility

Employees at level One will work under direct supervision at all times and will be expected to exercise minimal judgement.

Promotional criteria

An employee starting with the company, will be expected to meet the competency requirements of level Two within a period of three months.



LEVEL TWO

Pre-requisites

At this level an employee is required to have completed level One training or has been assessed competent at performing work to or above the skills of level One and,

- will have a thorough understanding of the Safe Work Procedures system in use
- will have a basic knowledge of the industry and functions carried out in the work area
- works under direct supervision 3_
- will be given the opportunity to participate in training to enable progress to level Three. 4

Tasks

As detailed in the SWPs to this level for the work area

Skills required

In addition to those outlined in level One:

- The ability to carry out the tasks set out in SWP to level Two for that work area. 1.:
- 2 Identify materials used in the immediate work area
- Ability to recognise basic quality faults. 3.

Knowledge required

In addition to those outlined in level One:

Has been assessed as competent and awarded "Certificate in Food Processing I".

Level of responsibility

- Responsible for identifying and reporting minor problems in the work process which the level Two employee is directly responsible for .
- 2. Required to work to predetermined standards and outcome.
- 3. Responsible for keeping own work area safe and clean.

Promotional criteria

Employees remain at this level until they have been assessed competent at performing work effectively at level Three and have completed training for level Three.

Appendix 4

LEVEL THREE

Pre-requisites

At this level an employee is required to have completed level Three training or has been assessed competent at performing work to or above the skills of level Three and

- will have a broad general knowledge of the industry and the functions carried out in the workplace
- works under direct supervision either individually or in a team environment 2
- understands and undertakes basic quality control/assurance procedures, including the ability 3. to recognise basic quality deviations/faults
- will be given the opportunity to participate in ongoing skills training to enable progress to level 4. Four.

Indicative tasks

An employee at this level will be expected to perform any tasks in the SWPs to level Three or above for the work area, and with suitable training operate flexibly between work stations and utilise the necessary skills to meet the operational requirements including:

- Process adjustments. 1...
- Product preparation to a formula. 2
- Housekeeping/Cleaning 3.
- Product checking and documenting 4.

General description of skills required

In addition to those outlined in level Two:

- The ability to identify materials. Ι_
- The ability to use measuring equipment. 2
- Ability to operate machinery and equipment to this level as set out in the appropriate SWPs 3...
- 4 Ability to use hand and power tools safely
- Basic problem solving skills. 5
- Ability to record in writing information relating to products. 6_
- 7 May be required to assist, or train employee to level Three SWPs.

General description of knowledge required

In addition to those outlined in level Two:

- A knowledge of products and value.
- 2. Understanding of the quality standard for products...

Level of responsibility

The employee will be responsible for identifying and correcting problems in the process which the employee is directly responsible for and identifying and reporting problems outside that process

Promotional criteria

Employees remain at this level until they have been assessed competent at performing work effectively at level Four and have completed training for level Four



LEVEL FOUR

Pre-requisites

At this level an employee is required to have completed level Four training or has been assessed competent at performing work to or above the skills of level Four and

- will have a detailed knowledge of the operation and functions of all machines and equipment in their work area
- works in a team environment or individually under general supervision 2
- may assist qualified trainers in providing on the job training 3.
- will be given the opportunity to participate in training to enable progress to Level Four "A".

Indicative tasks

An employee at this level will be expected to perform any tasks in the SWPs to level Four or above for the work area, and with suitable training operate flexibly between work stations and utilise the necessary skills to meet the operational requirements including.

- Sub system Preparation and Operation ١.
- Ensure Product and Materials as required are available 2
- The required Production Documentation. 3.
- The necessary Quality checks are made and Documented. 4.
- Ensure that Housekeeping and cleaning is to Standard 5.

General description of skills required

In addition to those outlined in level Three

- Problem solving appropriate to this level. 1.
- Ability to perform the tasks detailed in the SWPs for the department. 2.
- May be required to assist, or train employees to level Three SWPs. 3.

General description of knowledge required

In addition to those outlined in level Three

- Has been assessed as competent and awarded "Certificate II in Food Processing". 1.
- A good understanding of quality standards for materials and products. 2.
- 3... A good knowledge of material and product value.

Level of responsibility

The employee will assure the quality of product is to the highest standard in the area of their direct responsibility, and identify and report any problems outside that area.

Promotional criteria

Employees remain at this level until they have been assessed competent at performing work effectively at level Four "A" and have completed the training for level Four "A"



LEVEL FOUR "A"

Pre-requisites

At this level an employee is required to have completed training to level Four "A" or has been assessed as competent at performing work to or above the skill of level Four "A" and

- performs tasks under limited supervision either individually or in a team environment
- exercises good interpersonal and communicational skills 2.
- exercises discretion within the scope of this grade. 3.

Indicative tasks

An employee at this level will be expected to perform any tasks in the SWPs to level Four "A" for the department and to operate flexibly between work stations, and utilise the necessary skills to meet the operational requirements including:

- Complete system preparation and operation. L
- Control of materials and product as required to fulfil production program. 2.
- Supervise department employee's to enable quality/production requirements. 3:

General description of skills required

In addition to those outlined in level Four.

- Ability to make decisions regarding work processes in their own work area and implement 1 them.
- Ability to use judgement based on experience to optimise productivity in own work area. 2
- 3. Ability to perform and train others to perform tasks detailed in the SWPs for the area.
- May be required to assist, or carry out workplace assessments to level Four-4.

General description of knowledge required

In addition to that outlined in level Four.

- Has been assessed competent in the modules identified for classification level Four "A". 1.
- 2. A knowledge of all company production procedures.
- 3. A thorough knowledge of equipment and machinery used in the work area.

Level of responsibility

An employee at this level has greater responsibility than at level Four, in that the employee will be responsible for monitoring the work of others.

The employee will be responsible for work outcomes regarding quality and quantity in their own work

Promotional criteria

Employees remain at this level until they have been assessed competent at performing work effectively at level Five and have completed the training for level Five.



LEVEL FIVE

At this level an employee is required to have completed training to level Five or has been assessed as competent at performing work to or above the skills of level Five and

- understands and applies quality control techniques
- performs tasks under limited supervision either individually or in a team environment
- is able to inspect products und/or material for conformity with established operational 3.
- Conduct training in conjunction with the training department. 4.
- Operate flexibly between work stations and with training between other work areas. 5.

Indicative tasks

An employee at this level will be expected to perform any tasks in the SWPs to level Five for their work area/department, and with training tasks in other work areas/departments within the company.

- Advanced operator.
- Workplace trainer/assessor. 2.
- May be required to assist or plan conduct and evaluate training, both on and off the job one to 3. one or in groups

General description of skills required

In addition to those outlined in level Four "A"

- Ability to plan work for self and others, 10
- Advanced problems solving skills: 2.
- Highly effective interpersonal and communicational skills. 3.
- Ability to plan conduct and evaluate training. 4
- Ability to perform and train others in the SWPs for the area and with training in other areas 5 within the company.
- Ability to apply quality control techniques and documentation, to the work of self and others. 6.

General description of knowledge required

In addition to that outlined in level Four "A"

- Has been assessed as competent and awarded "Certificate III in Food Processing". 1.
- Detailed knowledge of the work area and operations within the company. 2.
- In depth knowledge of OH & S regulations and procedures relevant to this level 3.
- Knowledge of ISO 9001 and other quality systems on site. 4

Level of responsibility

The employee will be responsible for the work outcomes regarding quality and quantity in own areas including own work and others. The employee may be required to supervise others in groups or in a training situation.

An employee at this level will be required to exercise discretion in the planing and execution of tasks. The employee will be responsible with others for identifying and solving problems in their work area, and identifying and reporting problems in other areas where they affect activity in own work area.

Promotional criteria

Employees remain at this level until they have been assessed competent at performing work effectively at level Five "A" and have completed the training for level Five "A".

SKILL BASED CLASSIFICATION STRUCTURE

Appendix 8

LEVEL FIVE "A"

Pre-requisites

At this level an employee is required to have completed training to level Five "A"or has been assessed as competent at performing work to or above the skills of level Five "A" and

- understands and applies quality control techniques
- performs tasks under limited supervision either individually or in a team environment 2.
- is able to inspect products and/or material for conformity with established operational 3. standards.
- conducts training in conjunction with the training department 4.
- operates flexibly between work stations and with training between other work areas. 5.

Indicative tasks

An employee at this level will be expected to perform any tasks in the SWPs to level Five "A" for their work area/department, and with training tasks in other work areas/departments within the company

- L Advanced operator.
- Workplace trainer/assessor. 2.
- May be required to assist or plan conduct and evaluate training, both on and off the job one to 3. one or in groups

General description of skills required

In addition to those outlined in level Four "A"

- I. Ability to plan work for self and others.
- Advanced problems solving skills. 2.
- 3. Highly effective interpersonal and communicational skills
- 4. Ability to plan conduct and evaluate training.
- Ability to perform and train others in the SWPs for the area and with training in other areas 5. within the company.
- 6. Ability to apply quality control techniques and documentation, to the work of self and others.

General description of knowledge required

In addition to that outlined in level Four "A"

- I. Has been assessed as competent and awarded "Certificate III in Food Processing".
- 2. Detailed knowledge of the work area and operations within the company.
- 3. In depth knowledge of OH & S regulations and procedures relevant to this level.
- 4. Knowledge of ISO 9001 and other quality systems on site.

Level of responsibility

The employee will be responsible for the work outcomes regarding quality and quantity in own areas including own work and others. The employee may be required to supervise others in groups or in a training situation.

An employee at this level will be required to exercise discretion in the planing and execution of tasks. The employee will be responsible with others for identifying and solving problems in their work area, and identifying and reporting problems in other areas where they affect activity in own work area.

Promotional criteria

Employees remain at this level until they have been assessed competent at performing work effectively at level Six and have completed the training for level Six.

SKILL BASED CLASSIFICATION STRUCTURE

LEVEL SIX

To be determined

Appendix 9

Kegistrar

SKILL BASED CLASSIFICATION STRUCTURE

Appendix 10

LEVEL SEVEN

To be determined

Registered Enterprise Agreement

Industrial Registrar