

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/165

TITLE: Portland Produce 1999 Enterprise Agreement

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 2 July 1999

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in the following occupations Production, Storeperson and Cleaning located at Raglan NSW

PARTIES: Portland Produce Pty Ltd -&- National Union of Workers, New South Wales Branch



**PORTLAND PRODUCE
1999 ENTERPRISE AGREEMENT**

1. Arrangement

Clause	Subject
1	Arrangement
2	Application of Agreement
3	Parties Bound
4	Agreement Review and No Further Claims
5	Objective of this Agreement
6	Not to be used as a Precedent
7	Hours of Work
8	Shift Allowances
9	Rosters
10	Overtime
11	Call in
12	Average Pay
13	Wages
14	Meal breaks
15	Annual Leave
16	Public Holidays
17	Long Service Leave
18	Portland Produce Fair Treatment Procedure Travel Policy
19	Travel Policy

2) Application of Agreement

- a) This agreement is to be read in conjunction with the Grocery Products Manufacturing (State) Award and the Storemen and Packers – General (State) Award. Provided that, where there is any inconsistency, this Agreement shall prevail.
- b) This agreement shall apply to employees engaged in the classifications listed in clause 13 – Wages.
- c) This agreement shall take effect from the date this Agreement is registered under the Industrial Relations Act 1996, being 2 July 1999, and shall remain in force for two (2) years.



3) Parties Bound

- a) Portland Produce Pty Ltd, Adrienne Street Raglan NSW 2795 (ACN 054 981 109); and
- b) The National Union of Workers, New South Wales Branch, representing all production employees and storemen and packers employed by Portland

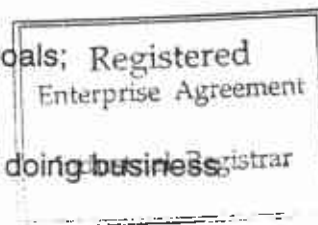
Produce at its Raglan premises who are members of that Union or entitled to be a member of the Union.

4) Agreement Review and No Further Claims

- a) This agreement will be reviewed three months prior to expiry.
- b) It is a condition of this agreement that for the duration of the agreement there shall be no further claims against the company for increases to wages or benefits.
- c) This undertaking shall not apply in the context of negotiating a further agreement upon the expiry of this agreement.

5) Objective of this Agreement

- a) The key element to this objective is the need for employees to use all of their skills (present and future) in a flexible, constructive, open environment. Employees are encouraged to maximise their personal contributions through the upgrade of their skills, knowledge and behavior. These needs can be driven by self assessment or company requirement.
- b) Portland Produce therefore, is committed to a constant upgrade and review process as well as providing efficient and effective support
- c) To improve all aspects of productivity including cost, quality, waste, technology, utilisation, work organisation, product delivery and education/training through continuous learning.
- d) To provide a basis for:
 - i) encouraging employees to achieve personal goals;
 - ii) continually improving business performance;
 - iii) the enhancement of the employee and way of doing business.



6) Not to be used as a Precedent

- a) This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefit in any other plant or enterprise.

7) **Hours of Work**

- a) The ordinary hours of work shall be an average of 38 hours per week and may be worked on any day of the week Monday to Sunday.
- b) The ordinary hours of work of employees shall be worked continuously except for meal breaks and shall not exceed 12 hours on any day or shift.
- c) The normal start and finish times may be varied with mutual agreement.
- d) The shift roster may cycle over a duration greater than 28 days but no longer than 168 days (24 weeks) as long as the ordinary rostered hours average 38 hours per week. The current roster is attachment B.
- e) One shift arrangement available to be utilised is as follows:
 - i) A three-day-on three-day-off roster which will, over a six week period, result in three weeks where four shifts (48 hours) are worked and three weeks where three shifts (36 hours) are worked to average 42 hours per week.
 - ii) Ordinary hours of 38 per week are averaged over the six week cycle. Overtime is also averaged over the six week cycle.

8) **Shift Allowances**

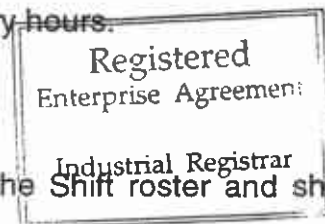
- a) Continuous Day shifts are shifts which commence at 7.00 am and conclude at 7.00 pm.
- b) Continuous Night shifts are shifts which commence, at 7.00 pm and conclude at 7.00 am.
- c) No shift allowances apply to either day or night shift. It is agreed that the night shift rates in clause 13 wages incorporate a loading for night work.
- d) It is further agreed that the wage rates contained in this agreement incorporate any weekend or other loadings for ordinary hours.

9) **Rosters**

- a) All continuous shift employees will have a copy of the Shift roster and shift rosters will be displayed in prominent positions for employees' attention and shall specify starting and finishing times for the ordinary hours of each shift.

10) **Overtime**

- a) Employees may be required to work reasonable overtime.



- b) For continuous shift workers (Continuous Day Shift and Continuous Night Shift):

Continuous shift workers required to work overtime shall be paid the following:

(1) For overtime hours worked as part of a roster averaging 42 hours per week over a six week cycle overtime shall be paid at time and one half for all hours outside an average of 38 per week. Such overtime payment shall be averaged over the six week pay cycle.

(2) Any overtime hours worked outside of the average of 42 hours per week shall be paid as follows:

(a) Monday to Saturday: Time and one half for the first two hours per day and double time thereafter.

(b) Sunday – double time for all hours worked.

- c) For Day Workers (not Continuous Day Shift or Continuous Night Shift workers):

Day workers required to work outside of ordinary hours shall be paid the following:

(a) Monday to Saturday: Time and one half for the first two hours per day and double time thereafter.

(b) Sunday – double time for all hours worked.

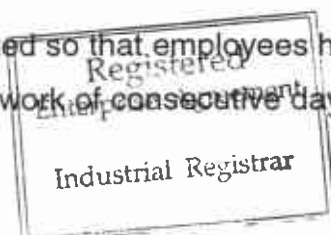
- d) This overtime rate will be in lieu of and not in addition to penalty rates and shift allowances which might otherwise apply.

- e) This overtime rate will be based on the base rate of pay in Clause 13 – Wages.

- f) For continuous night shift workers the overtime rate will be based on the base rate of pay for day operators.

- g) When an employee is required to work overtime the request is to be made by the Manager and payment will be made when the time has been authorised by the manager.

- h) When overtime work is necessary it shall be arranged so that employees have at least 10 consecutive hours off duty between the work of consecutive days.



- 11) **Call In**

- a) An employee who is called in to work overtime outside of the employee's ordinary rostered hours; and there is a break of more than one hour between working the overtime and working the employee's ordinary rostered hours shall be entitled to a minimum 4 hours' pay at overtime rates.

12) Average Pay

- a) Subject to extraordinary overtime or other irregular events, Portland Produce will average the pay of an employee over the period of the roster, taking into account the shift allowances and overtime an employee would receive, so that the pay the employee receives does not vary from week to week.

13) Wages

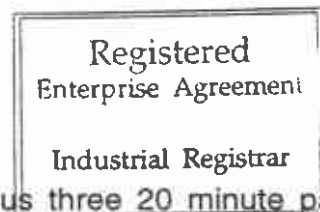
- a) For all ordinary (38) hours worked the base rate will be as follows:

	Rate per hour (\$)	Rate per week (\$)
Day Operators	16.00	608.00
Night Operators	18.40	699.20
Cleaner	12.50	475.00
Storeperson	18.40	699.20
Day Shift Manager	18.67	709.69
Night Shift Manager	21.48	816.14

Please note that these rates are calculated on the basis that the Night Operators receive overtime payments at the Day Operators rate.

14) Meal Breaks

- a) Employees in each 12 hour shift shall receive either:
 - i) one paid meal break of 30 minutes' duration plus three 20 minute paid meal breaks, or
 - ii) three paid breaks of 30 minute's duration.
- b) Employees not working continuous 12 hour shifts shall receive a paid meal break of 30 minutes' duration plus one 15 minute paid meal break in each 8 hour shift.



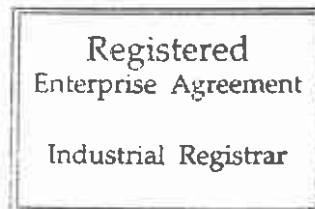
- c) These meal breaks will be at time agreed from time to time between the employees and the employees' line manager.

15) Annual Leave

- a) See Annual Holidays Act.
- b) An employee will normally take whatever leave is required, to maximum of their entitlement to cover plant shut-down periods. Should an employee, have insufficient accrued leave to cover these periods, every effort will be made to find working during this time.
- c) As a last resort, leave in advance may be granted.
- d) Employees engaged in continuous shift work are entitled to 5 weeks of Annual leave per year of continuous service.
- e) During a period of annual leave employees shall receive in addition to their average pay a loading of 17 1/2 %.
- f) Employees engaged in day work are entitled to 4 weeks of annual leave per year of continuous service.

16) Public Holidays

- a) The public holidays in New South Wales relevant to employees at the Raglan plant are:
 - i) New Year's Day
 - ii) Australia Day
 - iii) Good Friday
 - iv) Easter Saturday* (Continuous shift workers)
 - v) Easter Monday
 - vi) ANZAC Day
 - vii) Queen's Birthday
 - viii) Labour Day
 - ix) Industry Picnic Day
 - x) Christmas Day
 - xi) Boxing Day
- b) By agreement some public holidays may be re-positioned when this is to the convenience of both employees and the company.
- c) An employee who is rostered on and works on a public holiday will receive double time for the public holidays or single- time plus credit of one shift



towards the annual leave entitlement. For continuous night shift workers "double time" shall mean double the base rate for a Day Operator.

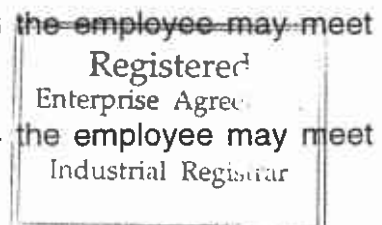
- d) An employee who is rostered on and does not work will be paid the employee's average ordinary pay for the day.
- e) An employee not rostered to work will be paid an additional shift at single time (no overtime).

17) Long Service Leave

- a) See Long Service Leave Act.
- b) Applications for long service leave should be made through the Manager at least one month prior to the line proposed for taking the leave-

18) Portland Produce Grievance and Fair Treatment Procedure

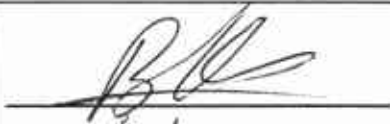



- a) The following procedure is to be observed in the case of grievance by an individual employee arising out of this agreement. At all stages an employee is entitled to have a third party present (this could include a friend, family member, union delegate, organiser or state secretary).
- b) A grievance or dispute will not be referred to the next level until a genuine attempt to resolve the matter has been made at the appropriate level.
 - i) **Step 1** The employee must notify his or her Line Manager of the substance of the grievance or dispute and the remedy sought.
 - ii) **Step 2** The Line Manager will attempt to find a satisfactory solution and advise the employee as quickly as possible.
 - iii) **Step 3** If, after the discussion with the Line Manager an employee still feels in need of help or that the answer has not been satisfactory the employee may meet with the Personnel Manager or the Department Manager.
 - iv) **Step 4** If the matter is not resolved at step 3 ~~the employee may meet~~ with Plant Manager.
 - v) **Step 5** If the matter is not resolved at step 4 ~~the employee may meet~~ with the Director or General Manager.



- vi) **Step 6** If the issue is still not resolved either party to this agreement may refer the matter to the Industrial Relations Commission of NSW.
- c) In the event that a dispute occurs involving a group of employees the procedure set out above shall be followed.
- d) Work must continue while the steps outlined above are being pursued.

19) Travel Policy

- a) An employee required to travel away from their normal place of work shall be paid at the appropriate rate from the time they clock on till the time they clock off.

<p>Signed on behalf of the Company:</p> <p>Date:</p>	<p></p> <p><u>22/6/99</u></p>
<p>Witnessed on behalf of the Company:</p> <p>Date:</p>	<p></p> <p><u>22/6/99</u></p>
<p>Signed on behalf of the National Union of Workers, New South Wales Branch):</p> <p>Date:</p>	<p></p> <p><u>15/6/99</u></p>
<p>Witnessed on behalf of the National Union of Workers, New South Wales Branch:</p> <p>Date:</p>	<p></p> <p><u>15/6/99</u></p>

