

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/46**

**TITLE: Gazelle Foods Pty Ltd Enterprise Agreement 2000**

**I.R.C. N: 2000/2396**

**DATE APPROVED/COMMENCEMENT: 19 June 2000/1 April 2000**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New. Replaces EA99/237**

**AGREEMENT REFERENCE: 16 March 2001**

**DATE TERMINATED:**

**NUMBER EMPLOYEES: 18**

**COVERED/DESCRIPTION**

**EMPLOYEES: Applies to all employees at 25 Smith Street, Hillsdale NSW 2036 covered by the Grocery Products Manufacturing (State) Award**

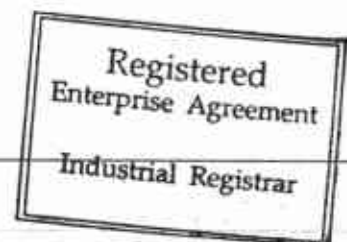
**PARTIES: Gazelle Foods Pty Limited -&- National Union of Workers, New South Wales Branch**

**Registered  
Enterprise Agreement  
Industrial Registrar**

NATIONAL UNION OF WORKERS COPY

***Gazelle Foods Pty. Ltd***  
***Enterprise Agreement 2000***

**28<sup>TH</sup> APRIL 2000**



*[Handwritten signature]*

## INDEX

1. Title
2. Parties
3. Term of the Agreement
4. Parent Award
5. No Extra Claims
6. Union recognition and membership
7. Intent of agreement
8. Objectives
9. Probationary Period
10. Function Classification & wage rates
11. Shift Allowance
12. Payment of Wages & conversion to EFT
13. Improving Productivity and Customer Service
14. Hours of work
15. Sick Leave
16. Continuance of Service and Issue resolution
17. Redundancy
18. Public Holidays.
19. Workers Compensation Bridging Insurance

Registered  
Enterprise Agreement  
Industrial Registrar

*[Handwritten signatures]*

**1. TITLE**

This agreement will be known as the Gazelle Foods Pty Ltd Enterprise Agreement, 2000.

**2. PARTIES**

This agreement shall be binding on:

- (a) Gazelle Foods Pty. Ltd ("the Company")
- (b) The National Union of Workers; and
- (c) and parties engaged in classifications contained within this agreement, whether employees of the Company or not, who were previously bound by the terms of the Grocery Products Manufacturers (State) Award or any successor thereto and who are engaged in the Company's premises at 25 Smith Street, Hillsdale.

**3. TERM OF THE AGREEMENT**

- (a) This agreement shall operate from the 1<sup>st</sup> of April 2000 and shall expire on the 31<sup>st</sup> March 2002.
- (b) The parties to the agreement shall begin negotiations for a new agreement at least three months prior to the expiration of this agreement. (1<sup>st</sup> January 2002)
- (c) Following its expiry, the agreement shall continue to operate until varied by the parties or replaced by another agreement.

**4. PARENT AWARD**

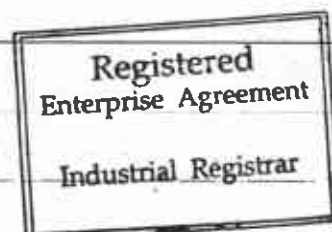
This agreement shall be read and interpreted wholly in conjunction with the Grocery Products Manufactures Award as varied from time to time.

In the event of any inconsistency between this agreement and the award the terms of this agreement shall prevail.

This agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other enterprise.

**5. NO EXTRA CLAIMS**

The Union and Gazelle Foods Pty Ltd undertake that, for the term of this agreement, no extra claims will be pursued in respect of employees of the Company to whom this agreement applies.



## 6. UNION RECOGNITION AND MEMBERSHIP

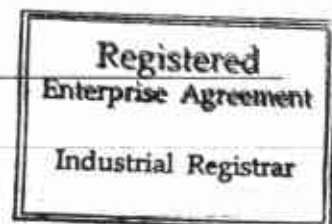
- (a) For the duration of this Agreement Gazelle Foods Pty Ltd recognises the National Union of Workers as the union representing all Employees in related classifications who are covered by this Agreement.
- (b) Gazelle Foods Pty Ltd undertakes, upon authorisation, to deduct Union membership dues as levied by the National Union of Workers (N.S.W Branch) in accordance with its rules, from the pay of Employees who are members of the National Union of Workers (N.S.W Branch) at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.
- (c) Organised union meetings must be not be held in the Smith Street carpark. This is to comply with council environmental regulations.

## 7. INTENT OF AGREEMENT

The intent of this agreement is to continue the development of the culture within the company so management, employees and the union acquire a common understanding and purpose in terms of what is required to achieve ongoing recognition as the most customer oriented and efficient food and contract manufacturing company in Australia.

This agreement will ensure all employees have the opportunity to utilise his/her skills to the fullest. In essence, if employees are trained and competent to perform certain tasks, Gazelle Foods Pty Ltd expects the work to be done by those employees.

This agreement is vital to the future of the organisation and employment security of its employees. It brings Gazelle Foods Pty Ltd and the union representing its employees closer together in achieving a common purpose.



Handwritten signatures or initials, including a large stylized signature and a smaller one to its right.

In shaping the future we will continue to:

- (a) build more harmonious relationships and goodwill by developing a mutual understanding through consultation and cooperation;
- (b) further the growth and profitability of Gazelle Foods Pty Ltd for the benefit of all stakeholders, i.e. customers, employees, shareholders, suppliers etc,
- (c) facilitate the introduction of new technology and associated change to enhance the Company's competitive position;
- (d) establish skill related career paths which provide an incentive for employees to participate in skill development;
- (e) advance the working conditions and living standards of employees; and
- (f) provide the basis for continued secure employment into the next century.

## 8. OBJECTIVES

The objective of this agreement is to establish the manufacturing operation of Gazelle Foods Pty Ltd as a viable production operation in a competitive market and for the operation to be responsive to customer needs with timely, quality product, efficiently produced and delivered.

The parties agree that the objectives are based on participation, teamwork, trust, devolved responsibilities and to achieve real improvement they must ensure that the objectives will be met by:

- (a) **working** flexibly to minimise the effect of fluctuating levels of demand on costs and job security;
- (b) **training** to broaden existing skills and develop new ones to provide better, more satisfying jobs, access to career advancement and the ability to work across different jobs, subject only to restrictions imposed by the level of training and statutory requirements;
- (c) **empowering** employees to allow them to assume greater responsibility for their work and its quality;
- (d) **establishing** and maintaining consultative and participative processes that encourage all employees and management to deal with barriers affecting productivity; and
- (e) **developing** a sense of teamwork across the company that leads to improvement in productivity issues such as cost, quality, work organisation, product delivery and training.



*[Handwritten signatures]*

## 9. PROBATIONARY PERIOD

All employees commencing employment with the Company, shall be employed subject to a probationary period, of three (3) months. During the term of the probationary period either party may terminate the employee's employment by giving one days notice. During the period of Probation the Company will assess employees with the intention of employing them on a permanent basis after the successful completion of the probation period.

## 10. FUNCTION CLASSIFICATION AND WAGE RATES

Employees shall carry out such duties as are within their limits of their respective skills, competence and training, as directed by the Company.

The Company will in addition to the Base Rate indicated below, pay a 2% increase effective from the 1<sup>st</sup> of April 2000. A further 2% will be paid from the 1<sup>st</sup> of October 2000. A final pay increase of 2% will be paid from the 1<sup>st</sup> of July 2001 with the accomplishment of a reduction of Absent Level of 50% for the 12 months beginning on the 1<sup>st</sup> of July 2000 and concluding on the 1<sup>st</sup> of July 2001. During the financial year ended the 30<sup>th</sup> June 1999 Absenteeism was recorded at 10.37 days per person or 81.7 hours per person. The relevant calculation to derive these KPI's is Total hours taken divided by the total number of people contributing to the absent leave. Employees that are employed during the course of this agreement will have their sick leave quota determined on a pro rata basis.

Employees shall be paid a base rate of pay for all ordinary hours worked. Employee base rates of pay, the hourly rate and the respective classifications are set out in the following tables;

<b>Classification: Grade 1 Process Worker (G1PW)</b>
--

For the purposes of this agreement, a Gazelle Foods Grade 1 process worker shall mean an employee who performs work to the level of their training, and;

- (a) Is responsible for the quality of their own work (subject to instructions and direction).
- (b) Works in a team environment and/or under routine supervision.
- (c) Undertakes duties in a safe and responsible manner.
- (d) Exercises discretion within their level of skills and training.
- (e) Possess good interpersonal and communication skills.



*GA* *PA*

**Typical Functions:**

- ◆ General Cleaning & Labouring
- ◆ Product Packing
- ◆ Preparing Ingredients
- ◆ To be able to operate basic machinery such as labeling machine, tape sealer, etc
- ◆ Stores assistant
- ◆ Sampler/Tester
- ◆ Use of hand trolleys/pallet truck
- ◆ Basic inventory control

Current  
Base Rate \$521.36 p/week  
Base Rate \$13.72 per Hour

From 1<sup>st</sup> April 2000(2% increase)  
Base Rate \$531.78 p/week  
Base Rate \$13.99 per Hour

**Classification: Grade 2 Process Worker (G2PW)**

For the purposes of this agreement, a Gazelle Foods Grade 2 process worker shall mean an employee, who in addition to performing the duties of a Grade 1 process worker;

- (a) Has performed at least 12 months service as a Grade 1 process worker and has satisfactorily acquired the skills relevant to the enterprise at this level;
- (b) Is capable of assisting in the Induction of new employees
- (c) Is capable of training existing employees
- (d) Is responsible for the application of Occupation Health & Safety policies and procedures.
- (e) Is able to work from complex instructions and procedures
- (f) Is able to co-ordinate work in a team environment under general supervision
- (g) Responsible for assuring the quality of their own work
- (h) Possesses sound interpersonal, communication and written skills.

Notwithstanding point (a) above a G1 level employee can progress to a G2 level at the discretion of management, on the successful achievement of points (b) to (h) prior to the completion of 12 months.



*[Handwritten signatures]*



**Typical Functions:**

- ◆ As per G1PW
- ◆ Forklift Operator
- ◆ Mixer/Process Equipment attendant

Current  
Base Rate \$548.72 p/week  
Base Rate \$14.44 per Hour

From 1<sup>st</sup> April 2000(2% increase)  
Base Rate \$559.69 p/week  
Base Rate \$14.72 per Hour

**Classification: Grade 3 Process Worker (G3PW)**

For the purposes of this agreement, a Gazelle Foods Grade 3 process worker shall mean an employee, who has undertaken sufficient training, and is experienced to perform work within the scope of this level in addition to the work of lower grades.

An employee appointed in this capacity performs work to the level of their training and;

- (a) Understands and is responsible for their own quality control.
- (b) Sound working knowledge off all duties performed at levels below this grade, exercises discretion within scope of this grade, and has a good knowledge of the employer's operation and products.
- (c) May perform work requiring minimal supervision, either individually or in a team environment.
- (d) Has the ability to contribute to the improvement of existing functions.
- (e) Can assist in the provision of on the job training and standards
- (f) Able to provide routine maintenance and cleaning of manufacturing and packaging equipment

**Typical Function**

- ◆ As per G2PW
- ◆ Operator of automated Packaging Equipment

Current  
Base Rate \$576.08 p/week  
Base Rate \$15.16 per Hour

From 1<sup>st</sup> April 2000(2% increase)  
Base Rate \$587.60 p/week  
Base Rate \$15.46 per Hour



*[Handwritten signatures]*

### Classification Leading Hand 1

For the purposes of this agreement, a Gazelle Foods Leading hand shall mean an employee, who has undertaken the work of all lower levels.

An employee appointed in this capacity performs work to the level of their training and; Is capable of deriving and reporting on Key Performance Indicators with in the area of operation.

#### Typical Function

- ◆ As per G3PW with line authority and responsibility.

Current  
Base Rate \$604.96 p/week  
Base Rate \$15.92 per Hour

From 1<sup>st</sup> April 2000(2% increase)  
Base Rate \$617.05 p/week  
Base Rate \$16.23 per Hour

### Classification Leading Hand 2

For the purposes of this agreement, a Gazelle Foods Leading hand shall mean an employee, who has undertaken the work of all lower levels.

An employee appointed in this capacity performs work to the level of their training and; Is capable of deriving and reporting on Key Performance Indicators with in the area of operation and is responsible for stock movements.

#### Typical Function

- ◆ As per G3PW with line authority and responsibility.

Current  
Base Rate \$631.18 p/week  
Base Rate \$16.61 per Hour

From 1<sup>st</sup> April 2000(2% increase)  
Base Rate \$643.80 p/week  
Base Rate \$16.94 per Hour

Registered  
Enterprise Agreement  
Industrial Registrar



## 11. SHIFT ALLOWANCE

Shift workers working on any day of the shifts as defined in this clause shall in addition to their ordinary rates of pay for the classifications prescribed in clause 10 Function Classification and Wage Rates, of this agreement, for each shift be paid an allowance as set out below:

(a) Afternoon Shift 20%

For the purpose of this clause Afternoon Shift shall mean a shift finishing after 9.00pm and at or before 3.00am

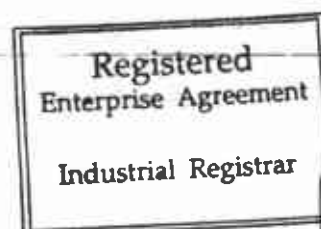
### Meal Breaks

1. Employees, except employees on the Automatic Packing Machines, shall be allowed thirty minutes on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.
2. Employees on Automatic Packing Machines shall be allowed intervals of thirty minutes each shift for crib at a time ensuring that full production is consistently maintained. Such interval is to be counted as time worked and paid for such.
3. An employee who is called upon to work for more than one hour after or before their normal ceasing time shall be allowed not less than 30 minutes for a meal break (or twenty minutes for a crib in the case of an employee on an automatic packing machine)

An employee who is required to work overtime before or after their ordinary hours for more than one hour without being notified on the previous day that they will be so required to work shall be paid a meal allowance of \$7.60.

### Overtime

1. All time worked outside the ordinary rostered working hours shall be overtime, and shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
2. Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.
3. An employee who is called back to work after leaving the company's premises (whether notified before or after leaving the premises), shall be paid a minimum of four hours at the appropriate overtime rate for each period recalled.

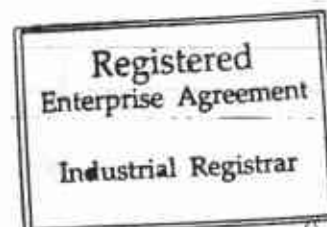


### Rest Period After Overtime

4. When overtime is necessary, it shall wherever reasonable practicable, be arranged that employees have at least ten consecutive hours off duty (or ordinary shift length) between the work of successive days. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten consecutive hours (or ordinary shift length) off duty between those times shall, subject to this subclause, be released after the completion of such overtime until they have had ten consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the Company such an employee resumes or continues work without having had such ten consecutive hours (or ordinary shift length) off duty, that employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until they have had ten consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence.
5. Except as provided in subclause (2), of this clause, each day shall stand alone in the computation of overtime." and shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

### 12. PAYMENT OF WAGES AND CONVERSION TO EFT

Employees covered by this Agreement shall be paid by the week, on no later than Thursday, subject to events beyond the control of the company. Payment shall be made into a nominated bank account by electronic funds transfer. The Company shall be responsible for the bank charges incurred in delivering the wages to the nominated bank account.



### **13. IMPROVING PRODUCTIVITY AND CUSTOMER SERVICE**

The parties agree that existing productivity and customer service must be improved. Key Performance Indicators (KPIs) will be established to monitor progress toward the achievement of the critical business goals of Gazelle Foods Pty Ltd. KPI performance data will be reviewed regularly by an EBA Consultative Committee comprised of management and employees to assess achievement of performance targets. Outcomes from this review and subsequent changes will form part of the ongoing process of continuous improvement. A summary of KPI performance data will be provided to all employees. On-going changes to KPIs will be based on business needs.

In accordance with the process of continuous improvement as referred to above, over the next few months the committee must undertake the following "project" and "action" outcomes.

#### **(a) Project**

To establish enterprise KPI targets to allow clear and concise measurement of the business performance.

#### **(b) Action**

- (i) To consult concerning the development of appropriate targets for the KPIs.
- (ii) Establish targets.
- (iii) Determine appropriate methods of measurement.
- (iv) To achieve targets established.

#### **(c) General**

As an overall guide, in order to be accepted as appropriate, KPI targets must meet the following criteria.

- (i) They must be **RELEVANT** to the Business Unit.
- (ii) They must be **MEASURABLE**, i.e. able to be measured.
- (iii) They must be **ACHIEVABLE**.
- (iv) They must **IMPROVE** the efficiency/productivity of the company
- (v) They must **REDUCE** the operating cost of the business unit.
- (vi) They must **CONTRIBUTE** to increased profits of the business.



Two handwritten signatures are present at the bottom right of the page.

**(d) Individual targets**

In addition to the targets established for the enterprise, targets shall be set and achieved for individuals covering a range of issues including those issues detailed in the agreement.

**(e) KPIs and continuous improvement**

KPIs and or targets may be varied from time to time as required and such variations shall be consistent with the objective of continuously improving the performance of the organisation.

**(f) Other reviews**

Notwithstanding the contents of this clause, reviews of work in process in the organisation shall be undertaken by the Committee during the life of this agreement. The aim of such reviews shall be to eliminate wastage and inefficiency from the business and improve profitability, productivity and customer service levels.

Registered  
Enterprise Agreement  
Industrial Registrar

*[Handwritten signatures]*

## **14. HOURS OF WORK**

### **Day Workers- Non Automatic Packing Lines**

- (a) The ordinary working hours shall be 38 per week, to be worked Monday to Friday inclusive, between the hours 6am to 6pm.
- (b) Following discussions and agreement between the parties to this Agreement, a majority of the employees concerned and the Company may mutually agree upon starting and ceasing times between the prescribed hours. Currently the agreed hours are from 6.30am to 4.30pm. Ordinary working hours of up to 9.5 hours per day may be worked.

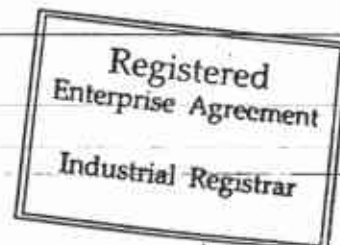
### **Day Workers- Automatic Packing Machine**

- (a) The ordinary working hours shall be 40 per week with 2 hours paid as overtime, to be worked Monday to Friday inclusive, between the hours 6am to 6pm.
- (b) Notwithstanding the spread of hours prescribed for day workers by subclause 1(a) of this clause, the Company and a majority of employees affected, may implement mutually agreeable shiftwork provisions in any work unit to meet the circumstances of that work unit.
- (c) Notwithstanding anything elsewhere contained in this clause, the start time of shift workers maybe varied by the company with seven days notice, or otherwise with the agreement of the majority of employees in the work unit for the purpose of meeting the company's needs.

### **Olympic Interruptions**

Due to the potential disruptions as a result of the year 2000 Olympics, the parties agree that shift starting and finishing times may change.

These alterations may include the complete change from day shift to afternoon or night shift. The parties agree that only afternoon and night penalties will be paid.



**15. SICK LEAVE**

- (a) Employees will be entitled to 38 hours for the first year with 76 hours for each subsequent year of service. Each sick day absence entitles the employee to payment for the number of hours on which they were rostered.
- (b) In the case of an employee claiming sick leave entitlements for any absence of two (2) single day absences each calendar year the employee shall provided to the company, a Doctors Certificate detailing the reason for the absence.

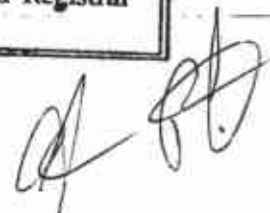
Where an employee uses sick leave for more than 2 single days in each year of service, and a Doctors Certificate is not provided, the employee's personnel file is to be marked "unverified leave", and the employee will not be paid for that day. No deduction from sick leave entitlement would be made in these cases.

Where an employee begins to develop a pattern of "Unverified" absence, the warning procedure shall be applied, along with appropriate counselling. The employee shall be given the opportunity of having a nominated representative present during such counselling and warning procedures.

An employee must contact the supervisor directly if they are going to be absent from the workplace. Employees are required to notify the company on each day that they are unavailable for work.

Sick Leave entitlements above a "bank" of 152 hours per employee (20 days) will be paid out at the request of the employee. Notice of one week must be given. A minimum of 152 hours (20 days) must be maintained.

Registered  
Enterprise Agreement  
Industrial Registrar





## 16. CONTINUANCE OF SERVICE AND ISSUE RESOLUTION

Disputes and grievances need to be handled in an open and constructive manner, which avoids adverse impact on customers and the business.

Within this framework, every attempt shall be made to resolve the matter "in the line", recognising the availability of other support within and outside the Company, but not resorting to it as a matter of first course.

The following procedure shall be adopted for the resolution of any grievance on site, so that the matter is resolved at the closest point to the workplace.

Any grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority, if unresolved initially.

The dispute, arising out of employment, shall be referred by the delegate and/or the Consultative Committee to the appropriate supervisors and managers. Their aims should be to try to resolve the matter equitably and promptly within their own capacity.

If the dispute is not resolved at this level, the matter shall be discussed between the union delegate and/or the consultative committee and representatives of senior management appointed for this purpose.

Failing settlement at this level between the company and the delegate and/or the consultative committee, the delegate may refer the dispute within 24 hours to the union organiser, who will take the matter up with management. All efforts shall be made by the organiser and the company to settle the matter.

Failing settlement, the State Secretary of the Union and the relevant representatives of the Company may also be involved in the discussion at this stage.

During the discussions, the status quo shall remain, and work shall proceed normally. Status quo means the situation existing immediately prior to the dispute.

At any time, either party shall have the right to notify the dispute to the Industrial Registrar.



## **17. REDUNDANCY**

The company recognises the serious consequences that the loss of permanent employment can have on individual employees and proposes to reduce these consequences in the manner set out in the agreement.

In the event that the Company wishes to implement Redundancy offers the company will give such notification in writing to the Union at least three months prior to the Redundancy.

All details of any redundancy offer shall be negotiated by the Company with the Union and its members after such notification is given.

## **18. PUBLIC HOLIDAYS**

1. The following days shall be holidays for the purposes of this Agreement, and no deduction shall be made from the wages of weekly employees in respect thereof, namely; New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day- 25<sup>th</sup> April, Queens Birthday, Eight Hour day, Christmas Day December 25, Boxing Day, the picnic day of the union and any day proclaimed and observed as a holiday for the State.
2. In relation to the Picnic Day of the Union, the day shall be taken in January or February each year to coincide with the Chinese New Year.
3. An employee required to work on any of the holidays specified in paragraph (a) of this subclause shall be paid at the rate of double time and half.
4. Payment for any holiday need not be made in cases where an employee is absent on the last working day prior to the holiday or on the first working day following the holiday unless such absence is due to a justifiable illness, the action of the Company, or is taken with permission of the Company.
5. Each holiday shall commence at 6.00am on the day of the holiday, and end at 6.00am on the next succeeding day.
6. If the public holiday falls on a rostered day off, the next working day is to be the substitute public holiday.

## **19. WORKERS COMPENSATION BRIDGING INSURANCE**

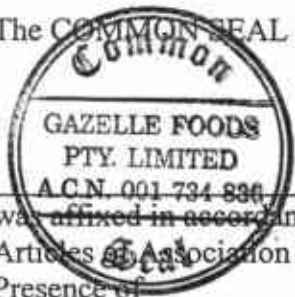
The Company will administer the deduction and payment of employee contributions to the maintenance of Workers Compensation Bridging Insurance. This insurance will cover the shortfall between payments made to employees when workers compensation is paid at the award rate of pay.



**SIGNATORIES TO THIS AGREEMENT**

The Gazelle Foods Pty Ltd Enterprise Agreement 2000 outlined above has been agreed to by the signatories listed below.

The COMMON SEAL of



was affixed in accordance with its Articles of Association in the Presence of

PETER HAURVANT

NAME OF DIRECTOR

A handwritten signature in black ink, appearing to read "P Haurvant".

SIGNATURE OF DIRECTOR

Andrew Milligan CPA

NAME OF WITNESS

A handwritten signature in black ink, appearing to read "Andrew Milligan".

SIGNATURE OF WITNESS

28.04.00

DATED

**SIGNED SEALED AND DELIVERED**

BY

A handwritten signature in black ink, appearing to read "Frank Belan".

FRANK BELAN OAM



In the presence of

A handwritten signature in black ink, appearing to read "Jennifer Lord".

NAME OF WITNESS

Jennifer Lord JP

SIGNATURE OF WITNESS

