

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/237

TITLE: Gazelle Foods Pty Ltd Certified Agreement 1998

I.R.C. NO: 98/6275

DATE APPROVED/COMMENCEMENT: 18 December 1998 and commenced from the beginning of the first pay period after the 4 March 1998

TERM: Expires 4 March 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 9

**COVERAGE/DESCRIPTION OF
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

GAZELLE FOODS PTY LTD

CERTIFIED AGREEMENT 1998

**Registered
Enterprise Agreement
Industrial Registrar**

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GAZELLE FOODS PTY LTD CERTIFIED AGREEMENT 1998

1. TITLE

This agreement will be known as the Gazelle Foods Pty Ltd Certified Agreement, 1998

2. PARTIES

This agreement shall apply only at Gazelle Foods Pty Ltd, 25 Smith Street Hillsdale NSW 2036, and shall be binding on:

- (a) Gazelle Foods Pty Ltd ("The Company").
- (b) All employees by the Company at the site covered by the *Grocery Products Manufacturing (State) Award*.
- (c) The National Union of Workers New South Wales Branch, it's officers, and members.

3. OBJECTIVES

The parties share the common goals of improving the competitive position of the Company's operation, and a commitment to achieve better work quality, productivity, flexibility and efficiency.

The parties agree to ongoing sit improvements to achieve:

- (a) Greater organisational flexibility to satisfy customer requirements.
- (b) Quality products to be produced in accordance with the published Gazelle Quality Statement.
- (c) Higher skilled workforce through improved training for new skills.
- (d) A stable, co-operative and committed workforce, recognising employee input as critical to the success of the Organisation.
- (e) Improvements in safe working practices.
- (f) The avoidance of any action which disrupts or impedes the delivery of products or services by the prompt resolution of employee concerns through effective communication and the agreed process of consultation and grievance handling.



4. RELATIONSHIP TO PARENT AWARD

This agreement shall be read and interpreted wholly in conjunction with the *Grocery Products Manufacturing (State) Award*, provided that to the extent of any inconsistency between the Award and this agreement, the latter shall prevail

5. WAGE RATES

For employees covered by this agreement, wage rates will be increased by:

Initial increase	4% from first pay period after the 1 st March 1998
Second Tier increase	2% from the first pay period after 1 January 1999

6. PROBATION PERIOD

- 6.1 All persons commencing employment at the Company, shall be employed for a three (3) month probationary period.
- 6.2 During the probationary period either party may terminate the employee's employment by giving one days' notice.

7. FUNCTION CLASSIFICATION AND WAGE RATES

- 7.1 The wage rates reflected in this clause are payment for thirty eight (38) ordinary hours.
- 7.2 The wage rates contained in this clause are inclusive of the March 1998 increase.

7.3. Classification: Grade 1 Process Worker (G1PW)	\$511.30
*Possesses Basic Communication Skills	
*Works well under Instructions/Directions	
*Minimal Influence over Job Content	
Typical Functions:	
*General Cleaning	
*Finished Product Packing	
*Preparing Ingredients	



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*Packaging/Labelling
*Stores Assistant
*Sampler/Tester
*Mixer/Process Equipment Attendant

7.4. Classification: Grade 2 Process Worker (G2PW)	\$538.10
*Satisfies G1PW Level Function	
*Possesses Adequate Communication Skills	
*Capable of Working with Reduced Supervision	
*Capable of Assisting in the Induction of New Employees	
*Capable of using Materials Handling Equipment and Gaining License(s)	
Typical Functions	
*As per G1PW	
*Forklift Operator	

7.5 Classification: Grade 3 Process Worker (G3PW)	\$561.75
*Satisfies G2PW Level Function	
*Possesses Good Communication Skills	
*Capable of Working with Minimal Supervision	
Typical Function	
*As per G2PW	

7.6. Classification: Grade 1 Leading Hand (G1LH)	\$592.10
*Satisfies G3PW level Function	
*Possesses above average Communication Skills	
*Capable of Organising basic work of Others	
*Capable of accepting Basic Responsibility for work performed	
Typical Functions	
*As per G3PW with Line Authority	

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7.7	Classification: Grade 2 Leading Hand (G2LH)	\$618.95
	*Satisfies GILH Level Function	
	*Capable of being responsible for own Quality Control	
	Typical Function	
	*As per GILH	

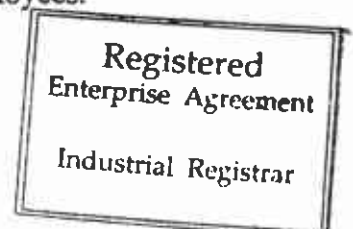
8. FLEXIBLE WORKING ARRANGEMENTS

8.1 Staggering of Rostered Days Off (RDO's)

- 8.1.1 The Company may establish an RDO roster for all weekly employees, except for the inclusions as per clause 9.1.4 of this agreement, prior to the commencement of each calendar year.
- 8.1.2 All weekly employees would be rostered into eight (8) groups, divided evenly across the sit operations. During each of the 12-4 week cycles of the year, weekly employees shall have either a Monday or a Friday as an RDO.
- 8.1.3 Should an RDO fall on a Public Holiday, a Tuesday or Thursday will be taken in lieu of that Public Holiday – For example:
 - 1. Public Holiday on Monday – following Tuesday will be an RDO
 - 2. Public Holiday on Friday – preceding Thursday will be an RDO.
- 8.1.4 The current practice for employed under the *Grocery Products Manufacturing (State) Award* and in the Distribution, Packaging Services and Warehouse sections would continue to apply.

8.2 Scheduling of RDO's

- 8.2.1 In order to improve workforce flexibility, the Company shall have the right to reschedule the timing of three (3) RDO's each year, according to the demands of the business.
- 8.2.2 Further, another two (2) RDO's may be deferred with the agreement of the company and a majority of employees.



9. SICK LEAVE

- 9.1 In the case of an employee claiming sick leave entitlements for any absence in excess of two (2) single day absences each calendar year the employee shall provide to the Company, a Doctor's Certificate detailing the reason for the absence.
- 9.2 Where an employee uses sick leave for more than 2 single days in each year of service, and a Doctor's Certificate is not provided, the employee's personal file is to be marked with "Unverified Leave", and the employee will not be paid for that day. No deduction from sick leave entitlement would be made in these cases.
- 9.3 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.
- 9.4 The Company will install an answering machine, for the purpose of receiving messages from employees that are unable to attend work. The telephone number for this answering machine will be made available to all employees upon certification of this agreement. An employee who can not attend work, as rostered, shall leave a message on the answering machine identifying:
- what time the call is made
 - the employee's name
 - the shift that the employee was rostered to work
 - a brief explanation of why they are absent; and
 - when the employee expects to return to work.
- 9.5 An employee must contact the supervisor directly if they are going to be absent for more than one (1) day.

10. 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.



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- 10.1 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.
- 10.2 The dispute, arising out of employment, shall be referred by the delegate and/or the Consultative Committee to the appropriate supervisors and managers. Their aim should be to try to resolve the matter equitably and promptly within their own capacity.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 During the discussions, the status quo shall remain, and work shall proceed normally. Status quo means the situation existing immediately prior to the dispute.
- 10.7 At any time, either party shall have the right to notify the dispute to the Industrial Registrar.

11. NO EXTRA CLAIMS COMMITMENT

The wage increases in Clause 6 are in lieu of any entitlement to wage increases resulting from National (and State) Wage Case decisions during the term of this agreement. The Company and the Union agree that there will be no extra claims for wages or conditions during the life of this agreement.



12. **DURATION**

This agreement shall apply from the beginning of the first pay period after the 4th March 1998 and remain in force for one year.



GAZELLE FOODS PTY LTD

26.10.98

28.10.98

DATE



NATIONAL UNION OF WORKES
NEW SOUTH WALES BRANCH

26.10.98

DATE

