

ENTERPRISE AGREEMENT

NO: E.A. 371 /1993

DATE REGISTERED: 13/12/93

PRICE: \$ 10.00

- ENTERPRISE AGREEMENT -

BETWEEN

K.E.WALKER & CO. PTY. LTD.
[t/a Kurragong Citrus Packers, Monak]

AND

EMPLOYEES

(Filed with the Industrial Registrar on 18th JUNE 1993).

AN ENTERPRISE AGREEMENT made this 21st, April 1993, in pursuance of Division 2, Subdivision 1, of the Industrial Relations Act 1991 of New South Wales between K.E. Walker & Co Pty. Ltd., trading as Kurrajong Citrus Packers, Monak, located at Sturt Highway, Monak, NSW, 2738 and employees engaged in the packing of fruit.

This Agreement shall be known as the KURRAJONG CITRUS PACKERS MONAK ENTERPRISE AGREEMENT No.1 and its purpose is to provide for an extended spread of ordinary hours each week during the packing seasons.

KURRAJONG CITRUS PACKERS MONAK ENTERPRISE AGREEMENT No.1

Arrangement

1. Parties to this Agreement
2. Title of Agreement
3. Relationship to parent award
4. Duress
5. Incidence
6. Term of Agreement
7. Ordinary hours of work
8. Dispute Procedure
9. Signatories

1. Parties to this Agreement

An Enterprise Agreement, made in pursuance of the New South Wales Industrial Relations Act 1991 in accordance with the provisions of Chapter 2, Part 3, Division 2 of the said Act, entered into on 1993 between K.E.Walker & Co Pty Ltd [trading as Kurrajong Citrus Packers, Monak] of Sturt Highway, Monak, NSW of the one part and employees engaged in the packing of fruit.

2. Title of Agreement

This agreement shall be known as the KURRAJONG CITRUS PACKERS, MONAK, ENTERPRISE AGREEMENT No.1.

3. Relationship to Parent Award

It has been agreed by the parties that the Fruit Packing Houses Employees [State] Award will continue to regulate the rates of pay and conditions of employment of the employees covered by this Agreement except to the extent that such rates and/or conditions of employment have been varied by this Agreement in which case the provisions of this agreement will apply.

4. Duress

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

KURRAJONG CITRUS PACKERS MONAK ENTERPRISE AGREEMENT No.1

5. Incidence

This agreement will apply to all employees engaged in the packing of fruit and all duties incidental to such work as detailed within the Industries and Callings of the said award as specified in clause 3 of this agreement.

6. Term of agreement

This agreement shall operate from the date of registration, 1993, and shall have a nominal life of 3 years.

7. Ordinary hours of work

Substitute the provisions of Clause 5[a], Hours, of the said award with the following provisions:

- (i) The ordinary hours of work shall not exceed forty (40) per week, Monday to Sunday.
- (ii) The ordinary hours of work shall not exceed 10 hours per day.
- (iii) The ordinary hours of work may be extended beyond 10 hours per day but shall be no greater than 12 hours per day to suit the production requirements but only when agreed to between the employer and the majority of employee/s concerned.
- (iv) The spread of ordinary hours shall be between 6.30am and 11.00 pm.

8. Dispute Procedure

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the NSW Industrial Relations Act 1991. These procedural steps are:

8.1 Procedure relating to a grievance of an individual employee:

[i] The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

KURRAJONG CITRUS PACKERS MONAK ENTERPRISE AGREEMENT No.1

[iii] A 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.

[iiii] Reasonable time limits must be allowed for discussion at each level of authority.

[iv] At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.

[v] While a procedure is being followed, normal work must continue.

[vi] The employee may be represented by an industrial organisation of employees.

8.2 Procedure for a dispute between an employer and the employees:

[i] A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

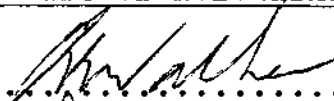
[ii] Reasonable time levels must be allowed for discussion at each level of authority.

[iii] While a procedure is being followed, normal work must continue.

[iv] The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

9. Signatories

Signed on behalf of K.E.Walker & Co Pty. Ltd.

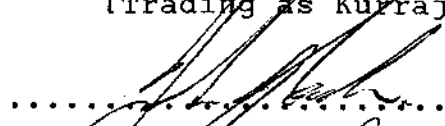
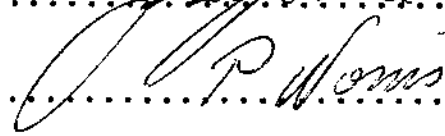
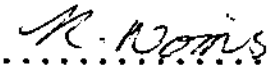

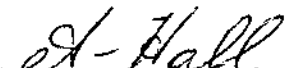
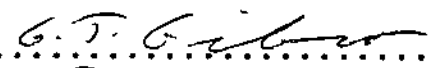
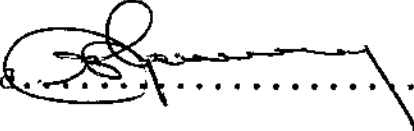
Signed..........

Witnessed by.......... Date... 25/5/1993.....

KURRAJONG CITRUS PACKERS MONAK ENTERPRISE AGREEMENT No.1

Signed by employees of K.E.Walker & Co Pty. Ltd.

[Trading as Kurrajong Citrus Packers, Monak].

Signed.....		Date.....	9/6/93
Signed.....		Date.....	9/6/93
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