

ENTERPRISE AGREEMENT

NO: E.A. 463 /1994

DATE REGISTERED: 24-11-94

PRICE: \$ 14-00

- ENTERPRISE AGREEMENT -

BETWEEN

HONEY CORPORATION OF AUSTRALIA LIMITED

AND

PRODUCTION EMPLOYEES

Filed with the Industrial Registrar on *5 OCTOBER* 1994

AN ENTERPRISE AGREEMENT made this *27 SEPTEMBER* 1994, in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales between Honey Corporation of Australia Limited and production employees.

HONEY CORPORATION ENTERPRISE AGREEMENT - 19941. TITLE OF AGREEMENT

This Agreement shall be known as the Honey Corporation Enterprise Agreement - 1994.

2. ARRANGEMENT

1. Title of agreement
2. Arrangement
3. Incidence and parties bound
4. Term of agreement
5. Relationship to parent award
6. Duress
7. Purpose of agreement
8. Payment of wages
9. Meal and crib breaks
10. Multi-skilling & training
11. Wage adjustments
12. Counselling procedure
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15. Signatories to agreement

3. INCIDENCE AND PARTIES BOUND

This enterprise agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991 and entered into on the 1994 between Honey Corporation of Australia Limited, located at 192-220 Forrester Road, St Marys, NSW and employees engaged for the work of receipt, processing, packaging and despatch of honey.

4. TERM OF AGREEMENT

This agreement shall take effect from the first full pay period to commence on or after the date of registration and shall remain in force for a period of 2 years.

5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this enterprise agreement that it shall be read and interpreted wholly in conjunction with the Storemen & Packers, General [State] Award and the Storemen and Packers General [State] Wages and Expense Related Allowances Adjustment Award and where there may be inconsistency, the terms of this enterprise agreement shall take precedent.

[Handwritten signatures and initials]
 DLW, BG, AD, JF, ER, MS, BA, JR, SW, [unclear], [unclear], [unclear]

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6. DURESS

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

7. PURPOSE OF AGREEMENT

The principle purpose of the agreement is to rationalise the terms and conditions of employment for all production employees and to provide a more flexible working arrangement in the production departments. Furthermore, there shall continue to be a mutual endeavour by the parties to the agreement to assist the company to obtain and maintain quality assurance accreditation to AS3902 for its products.

8. PAYMENT OF WAGES

Wages for all full time and part time employees will be paid on a fortnightly basis by way of electronic funds transfer. The company will hold two days wages in hand at the close of the pay period and arrange for all monies to be in the respective employees bank/credit union account by the close of business on a Thursday. It is agreed that any bank charges will be the responsibility of the employee.

9. MEAL AND CRIB BREAKS

The parties agree that full flexibility in the taking of meal and crib breaks will be arranged by mutual consent on short notice to cater for continuity of process and/or packing operations and to achieve daily productivity schedules.

10. MULTI-SKILLING & TRAINING

There will be no job demarcation other than that relating to personal job skill levels. This understanding will enable employees to carry out tasks other than those of primary responsibility in order to achieve productivity levels and quality requirements.

Where practicable, the company will continue to provide appropriate training for staff to enable production objectives to be maintained.

The parties to this agreement acknowledge the need for supervisory staff to be available to provide additional physical assistance on the production line from time to time and in the general physical operations of the enterprise.

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11. WAGE ADJUSTMENTS

The following weekly wage increases for all full time staff [with appropriate equivalent adjustments for part time and casual staff] will be granted to employees party to this agreement, to become effective from the first pay period to commence on or after:

- [i] 3% - Employees covered by this agreement at the date of registration will be paid this increase from 3 August 1994 or the date of employment, whichever is the later,
- [ii] 4% - From the date of registration of this enterprise agreement,
- [iii] 5% - 12 months following the date of registration of this enterprise agreement.

12. COUNSELLING PROCEDURE

With the object of maintaining the existing high standard of employees relations, no employee will be terminated [except for misconduct which would justify instant dismissal] unless the following procedures have been followed:


- [i] First Warning: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing.
- [ii] Second and Final Warning: If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.

Failure by the employee to respond to the final warning will result in the employee being dismissed.

13. 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:

(Handwritten signatures and initials)

 L.W. 3/2/94
 M.S. B.N. J.F. E.B. J.H. G.H. B.D. M.S.
 J.F. E.B. J.H. G.H. B.D. M.S.

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13.1 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.
- [ii] 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.
- [iii] 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.

13.2 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.

14. DATE OF REGISTRATION

This **Enterprise Agreement** shall take effect from the first pay period to commence on or after 1994.

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15. SIGNATORIES TO AGREEMENT

Signed for and on behalf of the Honey Corporation of Australia Limited.

Signed

Witnessed by..... date

Signed by the employees of Honey Corporation of Australia Limited.

The Common Seal of the Company was hereto affixed by the authority of a resolution of the Board of Directors and in the presence of:

E. J. Wraack E. J. WRAACK 16.09.94
[name] [date]

R. Nicol R. NICOL 16-9-94
[name] [date]

B. Hair B. HAIR 16-9-94
[name] [date]

E. Wakefield E. WAKEFIELD 16-9-94
[name] [date]

T. Ferry T. FERRY 16-9-94
[name] [date]

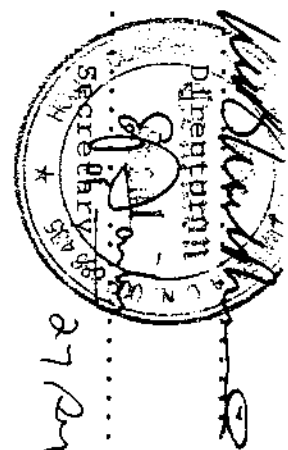
C. McGuire C. MCGUIRE 16/9/94
[name] [date]

J. Green J. GREEN 16/9/94
[name] [date]

D. Harris D. HARRIS 16/9/94
[name] [date]

M. Gault M. GAULT 16/9/94
[name] [date]

K. Wraack K. WRAACK 16/9/94
[name] [date]



27 September 1994

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Remon P. AMERY 16.9.94
[name] [date]

B.W. Furman B.W. Furman 16.9.94
[name] [date]

E. Stark E.M. STARK 16.9.94
[name] [date]

L. Slade L. SLADE 16-9-94
[name] [date]

B. Creswell B. CRESWELL 16.9.94
[name] [date]

J. Wilson J. WILSON 16.9.94
[name] [date]

J. Samuelson J. SAMUELSON 16-9-94
[name] [date]

A. Shaw A. SHAW 16.9.94
[name] [date]

B. Green B. GREEN 16.9.94
[name] [date]

D. Huxley D. HUXLEY 16.9.94
[name] [date]

E. Brandner E. BRANDNER 20-9-94
[name] [date]

.....
[name] [date]