

ENTERPRISE AGREEMENT

NO: E.A. 217 /1995

DATE REGISTERED: 28-6-95

PRICE: \$ 28-00

3/3/95

- ENTERPRISE AGREEMENT -

BETWEEN

ELF MUSHROOMS PTY LTD

AND

MUSHROOM FARM EMPLOYEES

Filed with the Industrial Registrar on *24 March* 1995

AN ENTERPRISE AGREEMENT made this *17 March* 1995, in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales between Elf Mushrooms Pty Ltd and employees engaged to work in the preparation, growing, picking and packaging of mushrooms.

ELF ENTERPRISE AGREEMENT No. 2

1. TITLE OF AGREEMENT

This Agreement shall be known as the Elf Enterprise Agreement No. 2.

2. ARRANGEMENT

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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 17 MARCH 1995 between Elf Mushrooms Pty Ltd, located at 61 Wallace Road, Vineyard, NSW and employees engaged for the work of preparation, growing, picking and packaging of mushrooms as set out in the classifications nominated in Sections A and B herein.

J. Power
Sh
L. Scurios

MB
U.S.

Campbell
Bin
EMab

Mark M
KUT
JB

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4. TERM OF AGREEMENT

This agreement shall take effect from the date of registration and operate from first full pay period to commence on or after the date of registration and shall remain in force for a period of 3 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:-

- Mushroom Industry Employees [State] Award and the
- Metal & Engineering Industry [NSW] Interim Award

that if there should be any inconsistency, the terms of the enterprise agreement shall take precedent.

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 at the farm by establishing a more productive labour flexibility arrangement and hours of work system to suit the industry. Such arrangements will be introduced following consultation with employees and should contribute greatly toward ensuring the continuation of high quality standards in a highly competitive market.

8. SECTION A

This Section applies to:-

- ◆ Production staff classified as either General Hand Class 1 or General Hand Class 2, engaged under the terms of the Mushroom Industry Employees [State] Award excluding those employees specified in Section B herein, and
- ◆ Maintenance staff classified as either Level C9, C10, C11, C12, C13 or C14, engaged under the terms of the Metal & Engineering Industry [NSW] Interim Award.

8.1 Ordinary hours of work

The ordinary hours of employment shall be 40 hours per week, Monday to Sunday, averaged over a 52 week period. No employee will be required to work ordinary hours on more than 5 days in each week.

J. Braz
Sh. J.A.
M.B.
W.S.
E. Mal.
Campbell
R.T.C.T.
J.B.

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8.2 Crib break

A paid morning tea crib break of 15 minutes [including personal wash-up time] should be taken at a mutually agreed time during the morning work period.

8.3 Aborted start [ordinary hours]

If, due to circumstances beyond the company's control, an employee/s attends for ordinary hours of work at the rostered time and is unable to start, a payment of 2 hours at the employees appropriate pay rate will be provided.

8.4 Overtime

- [i] The first 10 hours of overtime in each pay week will be paid for at the rate of time and a half [T1½].
- [ii] For all overtime worked in each pay week in excess of 10 hours, payment will be at the rate of double time [T2].

8.5 Rates of Pay

- [i] Effective from the date of registration of this Agreement and for all employees falling within this Section A of this Agreement, a weekly wage increase of 2% calculated on the respective employees current ordinary weekly rate. The ordinary pay rate for each employee prior to the Agreement is recorded in a written form in the wages records of the Company which will be maintained at the company's office
- [ii] The engagement of part time employee/s will not be affected in that the rate/s of pay will be a proportion of the weekly award rate of pay as set out for full time employment plus 2% to the hours worked by the employee, less than forty [40].
- [iii] It is agreed that a review of wage levels will be conducted from time to time to determine any need for adjustments based on the Consumer Price Index and/or State Wage Case decisions of the NSW Industrial Relations Commission.

8.6 Annual leave loading

Effective from the date of registration of this agreement, the payment of a leave loading will be discontinued, such entitlement being absorbed within the wage increase approved in subclause 8.5 herein.

J. Boco
sh *gA* *M.B.* *E. Campbell* *M.L.H.*
G. Scharos *U.L.C.* *E. Mal.* *R.T.T.* *J.B.*

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9.5 Production bonus

Effective from the date of registration of this agreement and in addition to the award rates of pay, mushroom pickers will be paid a production bonus of 25c for each full kilogram of mushrooms picked over a base requirement of 17 kilograms per hour, such calculation being averaged over each completed week.

10. SECTION C

This Section applies to all staff engaged under the terms of either the Mushroom Industry Employees [State] Award or the Metal & Engineering Industry [NSW] Interim Award.

10.1 Multi Skilling

The provisions of clause 6, Mixed Functions in the award nominated in clause 5 of this Enterprise Agreement are to be disregarded as rates of pay prescribed in this Enterprise Agreement sufficiently exceed those rates prescribed within that award.

10.2. Payment of Wages

- [i] The pay week will extend from the commencement of work on a Wednesday until the close of work on the following Tuesday.
- [ii] Wages will be paid to each employee by way of Electronic Funds Transfer [EFT] with the employees account being credited no later than 3.00pm on the following Thursday.

10.3 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 [verbal]: 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.

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- [ii] Second Warning [verbal]: 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.
- [iii] Third Warning [written]: If after two [2] verbal warnings the employer considers the employee to still be unsatisfactory, then the employee, in the presence of an appropriate employee representative, will be given a final warning. The nature of the unsatisfactory service will be committed to writing.
- [iv] Failure by the employee to respond to the final warning will result in the employee being dismissed.

10.4 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:

- [i] Procedure relating to a grievance of an individual employee:
 - [a] 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.
 - [b] 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.
 - [c] Reasonable time limits must be allowed for discussion at each level of authority.
 - [d] 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.
 - [e] While a procedure is being followed, normal work must continue.
 - [f] The employee may be represented by an industrial organisation of employees.

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[ii] Procedure for a dispute between an employer and the employees:

- [a] 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.
- [b] Reasonable time levels must be allowed for discussion at each level of authority.
- [c] While a procedure is being followed, normal work must continue.
- [d] 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.

10.5 Date of Registration

RKT

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

10.6 Signatories to Agreement

Signed for and on behalf of Elf Mushrooms Pty Ltd.

Signed *[Signature]*

Witnessed by *[Signature]*

date *17/3/95*



Signed by the employees of Elf Mushrooms Pty Ltd.

.....
[name] (date)

.....
[name] (date)

.....
[name] (date)

[Signature]

[Signatures]
M. S. Erak

[Signatures]
Cambridge JB Bin

ELF ENTERPRISE AGREEMENT No. 2

MILKA SPUDIC 7/3/95
[name] [date]

d. B. Embere 7.3.95
[name] [date]

Anna David 7-3-95
[name] [date]

Gene Wilkins 7-3-95
[name] [date]

S. Stone 7-3-95
[name] [date]

Sue W. Oraka
[name] [date]

A. Lips 73 95
[name] [date]

M. Hancock 7-3-95
[name] [date]

Rati 7-3-95
[name] [date]

R. Anne Zammit 7-3-95
[name] [date]

S. Allen 7.3.95
[name] [date]

L. Brown 7.3.95
[name] [date]

E. Allen 7.3.95
[name] [date]

R. Bayliss 7-3-95
[name] [date]

Mervat Abdel-Nalak 7-3-95
[name] [date]

ELF ENTERPRISE AGREEMENT No. 2

..... SRN Nook 7.3.95
 [name] [date]

..... SPATH 7-3-95
 [name] [date]

..... G. I. G. F. 7-3-95
 [name] [date]

..... S. G. D. S. 7-3-95
 [name] [date]

..... G. D. A. C. 7.3.95.
 [name] [date]

..... A. W. M. T. C. 7.3.95
 [name] [date]

..... S. K. S. T. 7-3-95
 [name] [date]

..... R. S. D. C. 7.3.95
 [name] [date]

..... S. M. S. S. 7.3.95
 [name] [date]

..... H. S. C. 7-3-95
 [name] [date]

..... H. S. D. C. 7-3-95
 [name] [date]

..... [Signature] 7-3-95
 [name] [date]

..... H. S. J. K. S. 7-3-95
 [name] [date]

..... [Signature] 7.3.95.
 [name] [date]

..... [Signature] 7.03.95
 [name] [date]

ELF ENTERPRISE AGREEMENT No. 2

Lida Ancevic 7/3/95
[name] [date]

[Signature] 7/3/95
[name] [date]

K. T. J. a 7/3/95
[name] [date]

Ranjana Ken 7/3/95
[name] [date]

N. Young 7.3.95
[name] [date]

Sward 7.3.95.
[name] [date]

R. Paul 7-3-95
[name] [date]

Serway 7.3.95.
[name] [date]

A. Cuffiths 7.3.95
[name] [date]

A. Masli 7-3-95
[name] [date]

M. Stjepanovic 7.3.95
[name] [date]

[Signature] 7.3.95
[name] [date]

Vigoria Rogin. 7.3.95.
[name] [date]

Julie Milkovic 7.3.95
[name] [date]

[Signature] 7.3.95.
[name] [date]
E.F.

ELF ENTERPRISE AGREEMENT No. 2

E. Louisa 7.3.95
[name] [date]

G. Kothicote ''
[name] [date]

Ivok ''
[name] [date]

[Signature] ''
[name] [date]

C. Widling ''
[name] [date]

M. Udest ''
[name] [date]

E. J. Baker ''
[name] [date]

S. Hanim ''
[name] [date]

J. Micallef ''
[name] [date]

A. Sultana ''
[name] [date]

I. JOVANOVIA ''
[name] [date]

A. Varsson ''
[name] [date]

LAILA IBRAHIM ''
[name] [date]

Rajya antan ''
[name] [date]

M. Bezak 7.3.95
[name] [date]

ELF ENTERPRISE AGREEMENT No. 2

A. Platte 7-3-95
 [name] [date]

A. Platte 7-3-95
 [name] [date]

A. Foster 7-3-95.
 [name] [date]

Rachel Romo 7-3-95
 [name] [date]

M. Said 7-3-95.
 [name] [date]

Olivia 7-3-95.
 [name] [date]

D. M. Deamy 7-3-95
 [name] [date]

B. Hill 7-3-95
 [name] [date]

S. Lewis 7-3-95
 [name] [date]

M. Hill 7-3-95
 [name] [date]

B. Adams 7-3-95.
 [name] [date]

[Signature] 7-3-95.
 [name] [date]

[Signature] 7-3-95
 [name] [date]

[Signature] 7-3-95
 [name] [date]

Eladete Malverci 7-3-95
 [name] [date]

ELF ENTERPRISE AGREEMENT No. 2

J. Torro 7.3.95
 [name] [date]

Alberikink 7-3-95
 [name] [date]

Itlien 12.3.95
 [name] [date]

Ruy 12-3-95
 [name] [date]

Aparajula Jr 12.3.95
 [name] [date]

asa Qkery 12.3.95
 [name] [date]

Jensid Klattas 12.3.95
 [name] [date]

Abennors 12/3/95
 [name] [date]

A. Davn 12/3/95
 [name] [date]

Malozevic 19/3/95
 [name] [date]

Bekarayale 20/3/95
 [name] [date]

A. Sidares 20/3/95
 [name] [date]

J. Heppner 20/3/95
 [name] [date]

A.M. elshenouda 20/3/95
 [name] [date]

.....
 [name] [date]