

ENTERPRISE AGREEMENT

NO: E.A. 42 /1995

DATE REGISTERED: 20-2-95

PRICE: \$ 30-00

INGERSEA

PTY LIMITED

(FRUIT PRODUCTION)

ENTERPRISE AGREEMENT 1994

INGERSEA PTY LIMITED (FRUIT PRODUCTION)
ENTERPRISE AGREEMENT, 1994

1. TITLE

This agreement shall be known as the **Ingersea Pty Limited (Fruit Production) Enterprise Agreement 1994**.

2. ARRANGEMENT

Clause No.	Subject
1.	Title
2.	Arrangement
3.	Area, Incidence and Parties Bound
4.	Period of Operation
5.	Relationship to Parent Award
6.	Contract of Employment
6A.	Career Progression and Entry to Work Team
7.	Labour Flexibility
8.	Objectives of Parties
9.	Hours
10.	Overtime
11.	Annual Leave
12.	Sick Leave
13.	Bereavement Leave
14.	Long Service Leave
15.	Payment of Wages
16.	Wages
17.	Holidays
18.	Tools
19.	Grievance Procedure
20.	Declaration
21.	Future Negotiation

3. AREA, INCIDENCE AND PARTIES BOUND

This Agreement shall be binding upon Ingersea Pty Limited Brungle Rd Tumut and all employees of Ingersea Pty Limited engaged in the picking of fruit and general farm maintenance.

INGERSEA PTY LIMITED (FRUIT PRODUCTION)
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4. DATE AND PERIOD OF OPERATION

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of this Agreement's registration under the provisions of the Industrial Relations Act, 1991, and shall remain in force for a period of eighteen months.

5. RELATIONSHIP TO PARENT AWARDS

The terms and conditions of this Agreement replaces in total the terms and conditions of the Fruit Growing Industry Employees (State) Award published N.S.W. Industrial Gazette Volume 270 page 234 and all variations thereafter, and the Fruit Packing Houses (State) Award N.S.W. Industrial Gazette Volume 279 page 1.196 and all variations thereafter, which would otherwise govern the employment relationship of the enterprise.

6. CONTRACT OF EMPLOYMENT

Employment can be either on a Full-time, Part-time or Casual basis.

Full-time and part-time employment for the first four (4) weeks shall be on probation, and during such probationary period can be terminated by an hours notice. Individual employees shall only do one probationary period.

After the period of probation has expired, employment for full-time and part-time employees shall be on a weekly basis and may be terminated only by one week's notice on either side which may be given at any time or by the payment by the employer or forfeiture by the employee of a week's pay in lieu of notice.

Casuals shall be employed on a daily basis and may be terminated by an hours notice.

This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

In the event that employees are stood down, an application will be made to the Industrial Registrar in accordance with Section 231 of the act.

J. McDermott
[Signature]

6A. CAREER PROGRESSION AND ENTRY TO WORK TEAM

The parties to this agreement recognise that in order to increase the efficiency and productivity of the enterprise, a greater commitment to skill development is required.

Management will make available a notice board to advertise new positions that become available. Present employees will be given an opportunity to apply for these positions and their applications considered.

Opportunities will be afforded where practicable to enable employees to develop skills and competencies necessary for the progression through the class structure at the enterprise.

Employees will be encouraged to progress to the highest level personally attainable consistent with the needs of the workplace. When a new employee enters the enterprise at a high level due to particular skill requirements, he/she must backfill their skills within 12 months to ensure full flexibility.

7. LABOUR FLEXIBILITY

Employees shall perform a wider range of functions and duties including work which is incidental or peripheral to their main tasks or functions.

Employees shall perform such work as is reasonable and lawfully required of them by Management including accepting instruction from authorised personnel.

Employees shall comply with all reasonable requests to transfer, or to perform any work covered by this agreement. For example maintenance workers and/or supervisors may be directed by Management to engage in picking operations. If ever there is a need to re-locate an employee interstate, Management will not re-locate an employee to an interstate operation unless upon the request of the employee concerned.

In carrying out duties, employees shall ensure and take all necessary steps to ensure the quality, accuracy and completion of any job or task are maintained to the satisfaction of Management. Employees shall not impose any restriction or limitations on the measurement and/or review of work methods or the utilisation of labour under the terms and conditions of this agreement.

Any direction given by Management shall be consistent with the employer's obligations under the Occupational Health and Safety Act 1983 (N.S.W.).

8. OBJECTIVES OF PARTIES

It is the objectives of the parties to maintain new plantings of superior varieties of peach and nectarine trees where contracted and harvest and market high quality stone-fruit to markets on the Australian east coast export destinations. It is agreed by the parties that the conditions reflected in this agreement will provide permanent and seasonal employment in the company at a fair price with acceptable conditions and the security of employment in a viable domestic and export industry.

The parties also agree that this agreements objective is to facilitate:

- (a) The profitable provision of the highest possible quality service at the lowest possible cost.
- (b) Workplace productivity.
- (c) The development and maintenance of the most productive and harmonious working relationship obtainable.
- (d) Ensure the workplace is as safe as possible so as to minimise workplace accidents.

The employees of Ingersea Pty Limited are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry.

Management is committed towards establishing mechanisms that will enable the multi skilling of all permanent employees with appropriate orchard skills within the constraints of the logistics of organising work and individual attributes.

Parties agree to the formation of a workplace forum. This forum shall consist of a maximum of four (4) employees. A suggested time period for meetings shall be thirty (30) minutes at least once a month. Topics for discussion at the forum shall include but not be limited to:

- Orchard logistics
- Orchard safety
- Communication within the enterprise

Parties agree to create a safety officer who will also be a member of the forum. The main responsibility of the safety officer will be to report any safety problems to the appropriate staff member and then follow the progress of rectifying the problem. If the safety problem cannot be rectified to the satisfaction of the Safety Officer then the Forum will review the area of concern with Management and plan an appropriate solution.

The parties agree to the creation of a staff social club.

9. HOURS

- (i) The ordinary hours of work shall not exceed thirty eight (38) per week and shall be worked Monday to Friday inclusive.
- (ii) Where such hours are worked they shall not exceed ten hours each day.

10. OVERTIME

- (i) All time worked by any employee outside the hours prescribed in clause 9 Hours of this Agreement shall constitute overtime worked and shall be paid at single time of rate of pay.
- (ii) The staff supervisor shall, where the company wishes an employee to work overtime, be required to confirm that the employee is willing to work overtime and each employee shall have the right to refuse work in excess of his/her thirty eight hours and Management reserves the right to direct employees to cease working excessive hours in order to maintain a safe place of work.

11. ANNUAL LEAVE

Annual leave entitlement shall be in accordance with annual leave provisions under the Annual Holidays Act, 1944.

Subject to the provisions of the Annual Holidays Act, 1944, Annual Leave will be scheduled in normal circumstances, three months prior to taking and should be taken in two multiple blocks.

F. M. S. S.
P. S. S.

[Signature]

12. SICK LEAVE

Employees shall be entitled to one (1) week paid sick leave for each year of service. The first sick leave day is not entitled until after three (3) months of service. Provided that any sick leave taken during the first three months from the date of commencement of employment will not be paid until that period of service is complete.

Employees shall, before the commencement of taking sick leave inform their supervisor no later than within two (2) hours, if practical, after they would have commenced work, and as far as possible, state the nature of the injury or illness and the estimated duration of the absence.

Employees who fail to notify their supervisor of their inability to attend work, shall be required to produce a medical certificate. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

Employees who take sick leave on either Saturday, Sunday, public holidays or a day immediately preceding or succeeding a public holiday shall be required to produce a medical certificate for such period of absence. Failure to produce a medical certificate will imply that the employee shall not be entitled to payment for the period of absence.

Employees whose behaviour is unsatisfactory in relation to the use of sick leave will be given adequate time to demonstrate a willingness to improve. If, at the end of this period, the employee shows no willingness to improve in the opinion of Management, then disciplinary action up to and including dismissal may be taken. Nothing in the procedure shall limit the right of Management to summarily dismiss an employee for serious and wilful misconduct.

13. BEREAVEMENT LEAVE

Subject to notice being given and adequate proof of death being provided, employees shall be entitled to a maximum of two (2) days paid leave on the death of a spouse, child, step-child, father, mother, brother, sister, grandparents, mother-in-law, father-in-law, son-in-law or daughter-in-law, if such leave is necessary to arrange for and/or attend the funeral of the deceased.

Notwithstanding the above, bereavement leave will only be granted by Management if the employee concerned would be normally working on the days in which bereavement leave is sought.

J. Mulcahy
H. Baker

14. LONG SERVICE LEAVE

Entitlement to long service leave shall be in accordance with the Long Service Leave Act 1955 and subsequent amendments to that Act.

15. PAYMENT OF WAGES

Wages are to be paid by Electronic Funds Transfer (EFT) or by cash on the Thursday of each week. Changes to this form of payment may be made to accommodate unusual situations or circumstances. Any such changes to the payment of wages shall be consistent with Chapter 2 Part 4 Division 3 of the Industrial Relations Act 1991.

16. WAGES

The weekly rate of pay and hourly rate of pay for ordinary hours worked shall be the following. The hourly rate for casuals includes in addition to the ordinary hourly rate a 15% casual employment loading and pro-rata annual leave loading.

Wage reviews will be undertaken by Management with employees who have been employed for longer than six months at the enterprise, provided that the agreed position reached is not below that available under this agreement.

The Company will ensure wage levels are in accordance with the award rates for particular classifications.

(a)	Adult	<u>Hourly</u> \$	<u>Weekly</u> \$
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General Hand Class 1A

Employees engaged in the thinning of trees, picking and packing of fruit.

Casual	10.39	
Permanent	8.26	313.80

General Hand Class 1B

Employees engaged in the pruning of trees and general orchard maintenance.

Casual	10.65	
Permanent	8.64	328.32

General Hand Class II

Employees engaged in tractor operations
and general farm maintenance, or employees
who are designated and authorised
by Management to fulfil a supervisory role

Casual	\$11.21	
Permanent	\$ 9.09	\$345.50

General Hand Class III

Employees engaged with additional
responsibilities including reporting
to the supervisor and harvesting
co-ordination

Casual	\$11.71	
Permanent	\$ 9.50	\$360.88

- (b) Junior Employees % of Appropriate Adult Rate
- | | |
|--------------------|------------|
| Under 16 years | 50% |
| At 16 years of age | 60% |
| At 17 years of age | 70% |
| At 18 years of age | 80% |
| At 19 years of age | 90% |
| At 20 years of age | Adult rate |
- (c) Individual Negotiation

Notwithstanding the rates for various classifications above, Management and

individual employees concerned will be able to enter into negotiation with respect to individual wage packages; provided the hourly rate of pay under the agreed position is not less than the hourly rate of pay the employee concerned would otherwise receive under this agreement.

Factors which may be considered into the negotiation process include but are not limited to the following:

- (a) the individual employee's past experience in rural industries;
 - (b) appropriate skills and qualifications with respect to the agricultural industry;
 - (c) the individual employee's employment record with Ingersea Pty Limited; and
 - (d) any other matters which management considers appropriate.
- (d) Wage Review

Management shall review individual employees pay rate on an annual basis.

17. HOLIDAYS

- The days on which are observed as public holidays under this agreement are any days proclaimed or gazetted as a public holiday by the New South Wales Government and are observed in the locality of the enterprise.
- It is the practice of the company not to require work to be performed on any public holiday proclaimed or gazetted as such throughout New South Wales.

Notwithstanding this, the company shall have the right to direct employees to work on a public holiday, with the exception of Christmas Day, New Years Day, Good Friday and Easter Monday, if needed to meet production requirements.

- Where an employer performs work on a public holiday referred to in point one, the employee shall, if mutually agreed between Management and its employee, be allowed a day off in lieu. If a day is not mutually agreed upon the employee shall be paid at the rate of single time for all time worked on the public holiday with a minimum payment of three hours.

- With respect to Clause 17 (1), no public holiday shall be paid to an employee on the day(s) which are not their normal working days.

18. TOOLS

Management shall provide all employees with appropriate tools for farm work. The tools shall remain the property of Management and employees shall ensure such tools are kept in a safe place to minimise the risk of the tools being stolen or weathered from exposure to the elements.

19. GRIEVANCE PROCEDURE

The procedure for the resolution of industrial dispute will be in accordance with section 185 of the Industrial Relations Act, 1991. These procedural steps are:

- (1) Procedure relation 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 sources 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 this 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.



- (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.

20. DECLARATION

The parties declare that this Agreement:

- (a) Is not contrary to public interest;
- (b) Is not unfair, harsh or unconscionable;
- (c) Was at no stage entered into under duress; and
- (d) Reflects the interests and desires of the parties.

21. FUTURE NEGOTIATIONS

The parties agree to commence negotiations on a new agreement no later than 1 August 1996.

22. JURY SERVICE

An employee required to attend for Jury Service during only working hours, should be reimbursed by the company an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked, had the employee not been on Jury Service.

J. Mulvaney
G. Baker

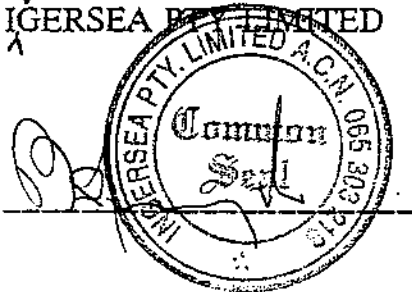
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INGERSEA PTY LIMITED (FRUIT PRODUCTION)
ENTERPRISE AGREEMENT, 1994

This Agreement is made at Tumut on this the *15* Day of *November* 1994

SIGNED FOR AND
ON BEHALF OF

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INGERSEA PTY LIMITED



IN THE PRESENCE OF

[Handwritten signature]

SIGNED FOR AND
ON BEHALF OF EMPLOYEES OF

INGERSEA PTY LIMITED

[Handwritten signature]

[Handwritten signature]

IN THE PRESENCE OF

[Handwritten signature]

ADP:AWD:INGERSEA.ENT.AGREE.FRUIT

11.11.94

Ingersea Pty Limited

Company Charter

The establishment of this Charter has been a combination of ideas from both Employees and Management. It is considered that these points will progress the Enterprise to improved conditions at the work place for all employees.

The Company will do this by:

- reviewing all employees performance on an annual basis. This will include the opportunity to progress to a higher pay class. Prior to the employee's pay class being reviewed downwards, two warnings will be given to the employee and the Consultative Committee shall be consulted.
- indexing all the pay classes in accordance with the state award.
- multi skilling all permanent and permanent casual employees with appropriate orchard skills within the constraints of the logistics of organising work and individual attributes.
- posting all vacant positions on a notice board in the work place. All positions offered will be open for current employees to apply. Position will be filled on merit.
- formation of a consultative committee. A maximum of four (4) staff to take part. Time period for meetings 30 minutes and to meet once a month. Topics for discussion should be:
 - Orchard logistics
 - Orchard safety
 - Communication
- review of the rate of pay for employees paid under the junior wage rate. The review will be in the second week of employment and reviewed fortnightly.
- payment of an allowance for any employee who is required to sleep overnight at a place which is not the ordinary place of sleeping. The payment will be either an allowance of \$4.40 meals and \$20.15 accommodation or by reimbursements of receipts.

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- creation of a safety officer. This officer will be a member of the consultative committee. The main responsibility of this position will be to report any safety problems to the appropriate staff member and then to follow the progress of rectifying the problem. If the safety problem can't be rectified to the satisfaction of the Safety Officer then the Consultative Committee will review the area of concern with Management and plan an appropriate solution.
- creation of a staff social club with the use of facilities (two weeks notice required and staff should be made aware that the clubhouse is not owned by the company but by the owners of residential lots in the estate and their permission should be sought for each use of the clubhouse). All facilities used by staff members will be thoroughly cleaned by staff members.
- supplying staff with a Company Decal to be attached to work clothes.
- the formation of an employee purchase scheme. The conditions that the Company has are that all orders are gathered by employees and are presented as one order and pre-payment of all goods prior to ordering.
- payment of a travel allowance of \$0.10 per kilometre if an employee is required to use their own vehicle. This allowance will be paid in the travel allowance column of pay slips.
- increasing the notice required to be given to permanent casuals from one hour to one week.

The company considers these points to be significant in the development of a true career path in horticulture and will ultimately lead to a more productive workplace.