

ENTERPRISE AGREEMENT

NO: E.A. 201 /1996

DATE REGISTERED: 12-7-96

PRICE: \$ 42-00

KING PACK HOLDINGS PTY LTD

ACN 003 167 011

ENTERPRISE AGREEMENT

This agreement has been developed through a voluntary process of consultation and participation between King Pack Holdings Pty Ltd and the AWU-FIME Amalgamated Union New South Wales representing employees directly connected with the packaging and processing of fruit and vegetables for retail sale and reflects the ongoing commitment of both parties to the delivery of quality services and the creation of a rewarding and fulfilling working environment.

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PART 1: PURPOSE

1.1 PARTIES TO THE AGREEMENT

An enterprise agreement made in pursuance of the New South Wales Industrial Relations Act 1991 in accordance with Section 115 of the said Act entered into on between King Pack Holdings Pty Ltd (the Company) located at 28 Carter Street Lidcombe of the one part and the AWU-FIME Amalgamated Union New South Wales on the other part representing the employees engaged on duties directly connected with the packaging and processing of fruit and vegetables for retail sale.

It is agreed by the parties as follows:

1.2 TITLE OF AGREEMENT

- (a) This agreement shall be known as the King Pack Holdings Pty Ltd Enterprise Agreement.
- (b) This agreement shall only apply to the employees so nominated.
- (c) This agreement was not entered into under duress by any party to the agreement.
- (d) This agreement contains all employment provisions applicable to the said employees therefore the provisions of the former award, namely Fruit Packing Houses Employees (State) Award will not apply from date of registration of this agreement.

1.3 AIM OF AGREEMENT

It is the objective of the parties to this agreement to implement workplace practices so as to provide more flexible working arrangements which will improve efficiency and productivity, enhance job skills and job satisfaction and assist positively in ensuring the Company becomes a more efficient enterprise.

The parties agree that the objectives of this agreement are to facilitate:

- (a) workplace productivity and
- (b) the development of and maintenance of the most productive and harmonious working relationship obtainable.

The parties also agree that the objectives will not be limited to (a) and (b). It is recognised that an important factor in reaching the above objectives is the development of a working environment where all parties are involved in increasing productivity.

PART 2: TERMS AND CONDITIONS OF EMPLOYMENT

2.1 TERMS OF ENGAGEMENT

Employees other than casual employees shall be deemed to be hired by the week subject to the following conditions:

- (a) An employee shall be considered probationary for the first two weeks of employment. During this period employment may be terminated by one hours notice on either side or by the payment or forfeiture as the case may be of one hours wage in lieu of notice, however, the company will give the employee the opportunity to respond to any accusations and improve themselves before making a decision to terminate employment;
- (b) Employment other than probationary shall be terminated by one weeks notice given by the employee with the termination taking place at the end of a days work or by the payment or forfeiture as the case may be of one weeks wages in lieu thereof. The company will comply with the provisions of the Australian Industrial Relations Act 1988 where it is necessary to consider terminating an employee's employment This shall not affect the right of the company to dismiss an employee without notice for misconduct in which case payment shall only be made up to time of dismissal;
- (c) An employee who is absent from duty shall not be entitled to payment in respect of such absence except when the employee is claiming leave as provided by this agreement.

2.2 ABANDONMENT OF EMPLOYMENT

An employee absent from work for a continuous period exceeding three working days without the consent of the company and without notification to the company shall be deemed to have abandoned their employment provided that:

- (a) If within a period of seven days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the company that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned their employment;
- (b) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last days absence in respect of which consent was granted or the date of the last absence in respect of which notification was given to the employer whichever is the latter.

2.3 REDUNDANCY

The parties agree that as the business in which the company is engaged is very seasonal employees are engaged on the basis that there is no guarantee that employment will be for a period longer than 12 months and that the provisions of this clause will only apply to permanent employees:

- (a) Where the company abolishes a job or reduces its workforce due to lower production requirements and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment the company shall hold discussions with the union;
- (b) The discussions shall take place as soon as is practicable after the company has made a definite decision. The discussions shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the termination and to mitigate any adverse effects of any terminations on the employee's concern;
- (c) For the purposes of the discussion the company shall, as soon as practicable, provide in writing to the employees concerned and their union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be affected. Provided that the company shall not be required to disclose confidential information the disclosure of which would be adverse to the company's interests.

(d) **Selection of redundancies**

The company will select employees to be retrenched by a system which combines voluntary retrenchment, performance, attendance, skill factors and length of service. The methods used to select appropriate employees will be determined by the company after full consultation with the union. The company reserves the right to determine whether a voluntary retrenchment shall be allowed. Casual employees will be the first to be made redundant.

(f) **Notice of termination**

The company will provide notice of termination due to redundancy as follows:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

PART 3: DEFINITIONS, WAGES AND ALLOWANCES

3.1 WAGES

(a) The minimum rates of pay for classifications in this Agreement are set out below:

Permanent General Labourer less than 2 years service	\$370.74 per week
Permanent General Labourer more than 2 years service	\$381.90 per week
Machine Operator	\$418.00 per week
Forklift Driver	\$397.70 per week
Leading Hand	\$456.00 per week

(b) The company reserves the right to pay any employee at its absolute discretion more than the rates set out above where it is believed such employee's work performance warrants additional payment;

(c) Employees covered by the agreement at the date of registration will receive 2% from 28 February 1996 or the date of the employment whichever is the latter, 2% on registration, a further 2% six months after registration and a further 1% six months later providing employees are prepared to negotiate in good faith a further Enterprise Agreement with productivity increases, such increases being on the wage rates applying at the time of increase.

(d) Should the company be required to increase rates of pay via award increases during the term of this agreement the company will be permitted to credit the increase in rates of pay referred to in clause 3.1(c) against those increases. However, the percentage increase will only be applied to the rate of pay that would have applied at that particular time if the award increase had not occurred.

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3.2 PAYMENT OF WAGES

- (a) The company's working week ends on midnight Wednesday. All wages and overtime shall be paid by electronic funds transfer no later than the Friday in each week into a financial institution of the employee's choice;
- (b) When an employee's services are terminated for reasons other than misconduct the employee shall be paid all wages due immediately subject to clause 7.3(g) or failing immediate payment the employee shall be paid at the rate of the employee's classification for all normal hours until paid;
- (c) Where employment is terminated by reason of the employee's misconduct the employee shall be paid all wages due within 24 hours of such termination subject to clause 7.3(g) or the employee shall be paid at the rate of pay the employee was receiving when last employed for all hours that would normally be worked until such payment is made.

3.3 MIXED FUNCTIONS

Should an employee be transferred temporarily from a higher paid to a lower paid class of work such employee shall be paid not less than the rate of wages prescribed for the higher class of work during such temporary employment; provided that an employee transferred temporarily to a higher paid class of work for three hours or more on any one day shall be paid the higher rate of wages as contained in this agreement under clause 3.1 (a) for the whole of such day.

3.4 MEAL ALLOWANCE

An employee required to work for more than one and a half hours after the employee's normal ceasing time on any day Monday to Sunday inclusive will be provided either with a meal by the company, free of charge, or shall be paid the sum of \$6.00 as a meal allowance unless the employee has been given at least 24 hours notice of a requirement to so work. An employee who has provided a meal after having been so notified and who then is not required to work shall be paid the meal allowance.

3.5 OVERTIME

- (a) Except as hereinafter provided for all time worked in excess of the hours prescribed in Part 4 of this agreement shall be paid at the rate of time and one half for the first two hours and at the rate of double time or at double rates thereafter;
- (b) All work performed on a Saturday shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter;
- (c) All work performed on a Sunday shall be paid for at the rate of double time;
- (d) Employees recalled to work overtime after leaving the company's property shall be paid for a minimum of four hours work at the appropriate rate for each time they are so recalled. Provided that except in the case of unforeseen circumstances employees shall not be required to work a full four hours if the job they were recalled to perform is completed within a shorter period. This subclause shall not apply in cases where it is customary for an employee to return to the company's premises for the purpose of performing a specific job outside ordinary working hours or where the overtime is continuous subject to a reasonable meal break with the completion or commencement of ordinary working time.
- (e) Where an employee is required to work more than one hour after usual finishing time a break of not less than 30 minutes nor more than one hour shall be allowed for tea and shall be taken within one hour of such finishing time. Where such overtime does not exceed one hour there shall not be any break: provided that the company and an employee may mutually agree to any variation of this subclause to meet the circumstances of the work in hand.

Should an employee not have a break the company will pay to the employee relevant overtime rates.

3.6 STANDING BY

An employee ordered to stand-by for duty shall be paid at ordinary rates for the whole period of such stand-by until released or the employee commences work.

3.7 SAVINGS CLAUSE

No existing employee as at the date of making this agreement shall have their pay reduced by the making of this agreement.

No existing employee at the time of making this agreement shall have the nature of their contract of employment varied unless by mutual agreement.



PART 4: HOURS OF WORK

Except as otherwise provided the ordinary working hours shall be 38 hours per week.

- (a) The ordinary working hours per day shall be worked Monday to Sunday, between the hours of 4 am and 7.30 pm and shall be of no more than 10 hours duration and shall be no less than 4 hours each day except Sunday which shall be no more than 8 hours duration.
- (b) Any employee who is on a shift which finishes between 7.30 pm and 4 am is to be paid for such shift at 15% more than the ordinary rate.
- (c)
 1. Ordinary hours worked on Saturday shall be time and one half for the first two hours and double time thereafter.
 2. Ordinary hours worked on a Sunday shall be at double time.

Where an employee works on a Sunday, for the purpose of determining overtime on any day other than Sunday and for determining when the employee has worked and been paid for a 38 hour week, any hour worked on Sunday shall be deemed to constitute 2 hours ordinary time worked.

Where an employee works on a Saturday, on the same basis as stated above, the first 2 hours worked on Saturday shall be deemed to be three ordinary hours worked and every other hour worked shall count as 2 hours ordinary time worked.

- (d) A meal break of not less than 30 minutes nor more than one hour shall be allowed each day and subject to subclause (a) of clause 3.6 Overtime no employee shall be required to work continuously for more than 5 hours in any one day without a meal break.

The meal break shall be taken as determined by the company and in a manner that minimises disruption to the work process.

PART 5: SKILL DEVELOPMENT AND TRAINING

The parties are committed to the provision of relevant training to ensure that all personnel have the opportunity to progress within the company. This training will include but not be limited to:

Occupational health and safety

Teamwork

Total quality management relevant to their particular duties

PART 6: ENTITLEMENTS

6.1 HOLIDAYS

- (a) No deduction shall be made from the wages of weekly employees for the days upon which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day are observed or in respect of any other day or days which may be proclaimed as public holidays throughout this State. The Company and the employee may reach an agreement to substitute any other day for the above days.
- (b) Employees shall be entitled to a Union Picnic Day holiday which shall occur on the day on which workers at Flemington Markets have a picnic day at the Company's discretion. Employee's who work on that day shall be entitled to one days extra annual leave and shall be paid at ordinary rates for work performed on the picnic day.
- (c) Where an employee is absent from employment on the working day or part of the working day before or after a public holiday without reasonable excuse or without the Company's consent the employee shall not be entitled to payment for such holiday.

6.2 SICK LEAVE

- (a) Each employee who has completed three months continuous service and who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence with pay subject to the following conditions and limitations:

The employee shall:

- (1) Within 24 hours of the commencement of such absence inform the company of their inability to attend for duty and as far as practical state the nature of the illness or injury and the estimated duration of the absence;
- (2) Provide a medical certificate to the company advising that the employee was unable by reason of such illness or injury to attend for duty on that day or days for which sick leave is claimed;
- (3) Subject to subclause (b) of this clause an employee shall be entitled to the quantum of 8 days sick leave per year except in the first year of employment when 5 days will be allowed;
- (4) Where an employee is regularly absent on the same day the company has the right to counsel such employee/s and take action in accordance with the company's disciplinary procedures.

- (b) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any one year not been allowed to an employee by the company as paid sick leave may be claimed by the employee subject to the conditions herein prescribed and shall be allowed by the company in any subsequent year without diminution of the sick leave prescribed in respect of that year; provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 12 years, but for no longer from the end of the year in which it accrues and sick leave shall accumulate in accordance with this subclause only whilst the employee remains in the service of the company.

6.3 FAMILY LEAVE

An employee wishing to claim family leave must provide the company with satisfactory evidence of the illness of the family member in relation to whom the leave is claimed. Each employee will be entitled to 5 days in each 12 month period, such days being deducted from either the employee's sick leave accumulation or that particular year's entitlement. Should an employee not have an accumulated sick leave balance, leave will be granted without pay, however, this leave shall not be granted with pay if the employee has used the annual entitlement or does not have an accumulated sick leave balance. By the granting of this leave it shall not affect an employee's entitlement to sick leave.

6.4 ANNUAL LEAVE

See Annual Holidays Act 1944.

6.5 ANNUAL LEAVE LOADING

- (a) In this clause the Annual Holidays Act 1944 is referred to as "The Act";
- (b) Before an employee is given and takes an annual holiday or whereby agreement between the company and employee the annual holiday is given and taken in more than one separate period, then before each such separate period the company shall pay the employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes annual holiday wholly or partly in advance.);
- (c) The loading is payable in addition to the ordinary pay given and taken and due to the employee under "The Act";
- (d) The loading is the amount payable for the period or the separate period as the case may be at the rate of 17.5 per cent of the appropriate ordinary weekly time rate of pay at the time the employee commences such leave;

- (e) No loading is payable to an employee who takes an annual holiday wholly or partly in advance provided that if the employment of such an employee continues until the day when the employee would have become entitled under "The Act" to annual holiday, the loading is then payable in respect of the period of such holiday and is to be calculated on the basis of the ordinary rate of pay payable at the time of taking the leave;
- (f) Where in accordance with "The Act" the company temporarily closes down for the purpose of giving an annual holiday or leave without pay to the employees concerned
- (1) An employee who is entitled under "The Act" to annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (d) of this clause;
 - (2) An employee who is not entitled under "The Act" to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable under "The Act" such proportion of the loading that would have been payable to the employee under this clause if the employee had become entitled to annual holiday;
- (g) (1) When the employment of an employee is terminated by the Company and at the time of the employee has not been given and has not taken the whole of an annual entitlement the employee shall be paid a loading calculated in accordance with subclause (d) for the period not taken;
- (2) Except as provided by paragraph (1) of this subclause no loading is payable on the termination of an employee's employment.

6.6 LONG SERVICE LEAVE

See Long Service Leave Act 1955.

6.7 BEREAVEMENT LEAVE

An employee on weekly hiring shall be entitled to a maximum of two days leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, de facto husband, de facto wife, father-in-law or mother-in-law, provided further an employee on weekly hiring shall be entitled to a maximum two days leave without loss of pay on each occasion and on the production of satisfactory evidence on the death outside of Australia of an employee's husband, wife, father or mother, where such employee travels outside Australia to attend the funeral.

6.8 MATERNITY, PATERNITY AND ADOPTION LEAVE

An employee requiring time off for maternity, paternity or adoption leave will be entitled to leave in accordance with the New South Wales Industrial Relations Act 1991.

6.9 JURY SERVICE

An employee on weekly hiring required to attend for jury service during the employee's ordinary working hours shall 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 that would have been received in respect of the ordinary time the employee would have worked had it not been for jury service. An employee shall notify the company as soon as practicable of the date required to attend for jury service and shall provide the company with proof of attendance, the duration of such attendance and the amount received in respect thereof.

6.10 SUPERANNUATION

The company on behalf of each employee will contribute to the AMP Superleader Fund an amount required by legislation on the ordinary time earnings of each employee.

PART 7: COMPANY POLICY AND PROCEDURES

7.1 GRIEVANCE AND DISPUTE PROCEDURE

When an employee or employees wish to raise a grievance or dispute the following procedures must be followed in order that all grievances or disputes are resolved as close to the source as possible:

1. Employee or employees notify immediate supervisor (in writing or otherwise) as to the nature of the grievance or dispute and requests a meeting to resolve the issue.
2. Discussion held between employee/employees and Supervisor within one working day.

If the matter is not resolved:

3. Employee/employees confer with Warehouse Manager within one working day.

If the matter is not resolved:

4. Employee/employees confer with General Manager within one working day.

If the matter is not resolved:

5. Referral to a mutually agreeable independent third party for mediation.

If the matter is not resolved:

6. Referral to the NSW Industrial Relations Commission.

Whilst the above process is being effected normal work is to continue, unless it is a matter concerning safety, in which case normal work will be carried out, except that in question until the matter is resolved.

If any matter is not resolved at the conclusion of a particular step the Company will provide a response to the employee/s grievance or dispute, including reasons for not implementing any proposed remedy.

AN EMPLOYEE MAY HAVE A WITNESS PRESENT IN EACH STEP SHOULD THE EMPLOYEE SO DESIRE OR BE REPRESENTED BY AN INDUSTRIAL ORGANISATION OF EMPLOYEES

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7.2 COUNSELLING AND DISCIPLINARY PROCEDURE

- (a) This clause shall not apply where the actions and/or behaviour of an employee are such to constitute grounds for summary dismissal;
- (b) In any reasonable case where the actions and/or behaviour of an employee are unacceptable to the company the employee shall be counselled;
- (c) The following counselling procedure shall apply -
 - (1) The employee shall be verbally counselled in the presence of a union delegate or other authorised union representative. The company shall clearly identify the unacceptable actions and/or behaviour and advise on corrective measures
 - (2) Where initial counselling has failed to correct the unacceptable actions and/or behaviour a further review will occur and will incorporate a written warning to the employee identifying the unacceptable actions and/or behaviour, the corrective measures required, review date and advising of subsequent steps which may be taken including termination of employment;
 - (3) Where unacceptable action continues a final warning and review date will be given. Should this action not be corrected termination of employment will occur;
 - (4) Where warnings have been made under the procedure prescribed herein and a subsequent review shows that the appropriate corrective measures have been taken then the warnings shall be withdrawn after the expiration of a 12 month period.

7.3 PROTECTIVE CLOTHING & C.

- (a) Employees will be provided with suitable rubber boots and protective clothing where necessary;
- (b) Where employees are working on wet floors and/or floors affected by fruit substances duck boards will be provided except where gumboots are supplied;
- (c) Employees engaged in steaming and/or cleaning down machinery will be supplied with overalls;
- (d) Where employees are engaged in packing and/or grading citrus fruits they shall be supplied with suitable gloves;

- (e) Employees engaged in packing and/or grading citrus fruits shall be supplied with suitable aprons;
- (f) Employees engaged in spreading fresh fruits on racks shall be supplied with gloves;
- (g) Where employees work on concrete floors matting and bags or other suitable floor covering will be provided by the Company for them to stand on.
- (h) All protective clothing shall be provided by the company free of charge and must be returned on completion of employment. Should the clothing not be returned the company may withhold final payments until returned;
- (i) Employees shall pay for and be responsible for the cleaning of all footwear, clothing and gloves referred to in this clause. The company will only replace clothing, gloves and footwear at the company's cost if the worn clothing, gloves or footwear is returned to the company. Otherwise the employee will replace such items at the employee's own cost;
- (j) Employees supplied with protective clothing must wear such clothing when carrying out their duties.

7.4 DAMAGE TO CLOTHING OR SPECTACLES

- (a) Compensation to the extent of damage sustained shall be made by the company where in the course of the work the employee's clothing or spectacles are damaged or destroyed by fire;
- (b) An employee whose clothes and personal belongings are damaged or destroyed by fire when left in a locker or a change room or under similar conditions shall be compensated to the extent of the damage or loss sustained.

7.5 HOT WATER

The company shall provide boiling water at meal times when required by employees for making tea/coffee.

7.6 SEATING ACCOMMODATION

Suitable seating accommodation shall be provided by the company;

7.7 WATER AND SANITATION

- (a) The company shall provide reasonable sanitary conveniences for all employees and where male and female employees are employed such conveniences shall be separate and apart and shall be kept in a clean condition by the company;
- (b) Employees shall be supplied by the company with drinking water in suitable containers.

7.8 FIRST AID

The company shall provide and maintain suitably equipped first aid provisions;

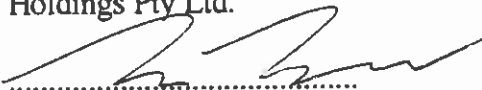
7.9 CHANGE ROOMS

- (a) Change rooms for male and female employees containing (1) lockers to hold personal belongings of employees fitted with suitable locks; (2) showers where required; (3) hand basins with running water will be provided by the company;
- (b) A suitable dining room equipped with suitable and sufficient tables and seating accommodation will be provided as required by legislation.

PART 8: TERM

This agreement shall operate from the date of registration and shall remain in force for a period of two years unless varied or terminated earlier under the provisions of the New South Wales Industrial Relations Act 1991.

Signed for and on behalf of
the Company, King Pack
Holdings Pty Ltd.

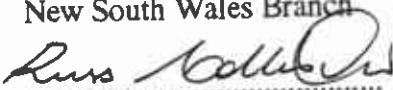


MAURICE NAGMA -
GENERAL MANAGER

Witness Blaw

Date 21.2.96

Signed for and on behalf of
the employees by the AWU-FIME
New South Wales Branch



RUSS COLLISON -
SECRETARY

Witness Richard Oker

Date 28.2.96