

ENTERPRISE AGREEMENT

NO: E.A. 307 /1996

DATE REGISTERED: 31-10-96

PRICE: \$ 16-00

MARIGOLD FOODS PTY. LIMITED
ENTERPRISE AGREEMENT

BETWEEN

MARIGOLD FOODS PTY. LIMITED

ACN 052 025 993

AND

THE EMPLOYEES

JOHN SPENCE & ASSOCIATES
50 Broadarrow Road
NARWEE NSW 2209
Telephone: (02) 9584-2952
Facsimile: (02) 9584-2709

PREAMBLE

Marigold Foods Pty. Limited is a small business engaged in the manufacture of beef and beef bone extracts and other food products.

It is envisaged that there will generally not be more than **twenty employees** engaged at the Factory at any given time.

The enterprise agreement has therefore been written with the above in mind. It is also pertinent to point out that the employees will be expected to be flexible as to their daily duties. Employees should not expect rigid job descriptions and working parameters, as would be found in larger establishments. As such, all employees will be expected to work together as a team, moving from one task to another, as may be designated by their supervisor.

A high standard of productivity and efficiency will be expected of all workers. In this regard, the Manager and Senior Staff will provide or cause to be provided, on-the-job training to new workers, who will, after a reasonable period of time, be expected to show good results. They will also be expected to work together in a co-operative and team spirit.

1. TITLE OF AGREEMENT

This Agreement shall be known as the Marigold Foods Pty. Limited Enterprise Agreement.

2. DEFINITIONS

For the purpose of this agreement:

- * "Agreement" means this enterprise agreement.
- * "Award" means the Grocery Products Manufacturing (State) Award.
- * "Company" means Marigold Foods Pty. Limited.
- * "Employee" means an employee of the Company performing work within the scope of this Agreement.

3. PARTIES TO THE AGREEMENT

An enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of Sections 115-142 of the said Act, entered into between Marigold Foods Pty. Limited of 59 Borthistle Road, Gunnedah, NSW 2380 of the one part and the employees of Marigold Foods Pty. Limited located at 59 Borthistle Road, Gunnedah of the other part.

4. TERMS OF THE AGREEMENT

(A) INTENTION

This agreement shall only apply to employees situated at 59 Borthistle Road, Gunnedah and covering the occupations of labourer/driver, vacuum operator, cooker operator, mixer, fork lift driver, all other employees as set out in Division 4 of the Award.

(B) DURESS

This agreement was not entered into under duress by any party to it.

(C) INCIDENCE

This agreement shall regulate partially the terms and conditions of employment regulated by the Grocery Products Manufacturing (State) Award.

Apart from clauses specified in this agreement, all other clauses of the Award shall apply.

Where there is any inconsistency between this Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.

(D) TERM

This agreement shall operate from the date of registration and shall remain in force for a period of three (3) years unless varied or terminated earlier by the provisions provided by the Act.

(E) PERMANENT STAFF CONDITIONS

(i) **Working Hours :**

40 hours per week. Eight hours per day to be worked between the hours of 5.00am and 8.30pm. However individual workers will generally be informed before they are employed, as to what their usual regular working hours will be, within the working hours.

(ii) **Wages :**

Permanent Staff wages will be determined by the management but will not be less than the amount stated in the G.M.A. Division 4 Noodles & Soup Powders.

(iii) **Rates of Pay:**

The ordinary rate of pay shall mean the employees award rate plus over award payment. The ordinary pay rate for each employee party to this agreement is recorded in a written form in the wages record of the Company which will be maintained at the Company's office. A new employees ordinary pay will be at a minimum the G.M.A. Division 4 Noodles & Soup Powers rate in the award.

The weekly rate of pay applicable under this agreement shall be the appropriate weekly rate for the classification divided by 38 and multiplied by forty.

(F) CASUAL STAFF CONDITIONS

(i) **Working Hours :**

40 hours per week. Eight hours per day to be worked between the hours of 5.00am and 8.30pm. However individual workers will generally be informed before they are employed, as to what their usual regular working hours will be, within the working hours.

(ii) **Wages :**

Casual staff wages will be paid in accordance with the G.M.A. Division 4 Noodles & Soup Powders.

(iii) Rates of Pay:

The ordinary rate of pay shall mean the employees award rate plus over award payment. The ordinary pay rate for each employee party to this agreement is recorded in a written form in the wages record of the Company which will be maintained at the Company's office. A new employees ordinary pay will be at a minimum the G.M.A. Division 4 Noodles & Soup Powers rate in the award.

The weekly rate of pay applicable under this agreement shall be the appropriate weekly rate for the classification divided by 38 and multiplied by forty and in addition casual employees will also be entitled to the loading prescribed by the award.

(G) OVERTIME

At present, the Factory opens at 5.00am and closes at 8.30pm from Monday to Friday. Workers will be expected to work their ordinary time (8 hours) within these working hours. However overtime will be paid to workers who work more than their ordinary time (8 hours) from Monday to Friday.

The following rates will apply for Saturdays, Sundays and Public Holidays and weekdays (for hours worked over 8 hours) :

Weekdays:	First 2 hours O/T	1.5 x basic wage
	Thereafter	2.0 x basic wage
Saturdays:	From 5.00am - 12 noon	1.5 x basic wage
	Saturdays after 12 noon and Sundays & Public Holidays	2.0 x basic wage

(H) PUBLIC HOLIDAYS

Any holiday shall commence at 12.01 a.m. on the day of the holiday and shall end at 12.00 midnight on the same day and in the event that public holidays shall be on consecutive days the holiday shall end at 12 midnight on that day.

The purpose of this condition is to exclude Clause 8(v) of the award.

(I) SUPERANNUATION

A Superannuation Fund is in operation for all employees with Asset Limited. The present rate of superannuation contributions made by the employer for the employees is 5% of the basic wage. Employees can contribute additional amounts from their wages, if they so wish.

Superannuation payments are made on a monthly basis. Employees must earn \$450.00 or more per month, before superannuation can be paid for that month.

(J) JURY SERVICE

All employees required to attend Jury Service shall be reimbursed by the Employer for the difference, if any, between the Jury Service allowance and the amount of wages he would have received in respect of ordinary time worked.

However in the case of casual staff, the payment will be made based on the average number of hours worked in the four weeks prior to notification of having to attend Jury service.

(K) MEAL TIMES

Breaks given for meal times will be as follows:

Lunch - 30 minutes (not included in the 40 hours)

Coffee Break - 10 minutes (included in the 40 hours)

(L) CONTRACT OF EMPLOYMENT

(a) Permanent Employees

Permanent employees engaged after the date of ratification of this agreement will be engaged on the basis of a three month probationary period. The company reserves the right to terminate a probationary employee at any time during this three month period subject to a week's notice or payment in lieu thereof.

(b) Casual Employees

The definition of a casual employee for the purposes of this agreement will be as follows:

- (i) will be an employee who is not permanent or part-time;
- (ii) casual employees will be employed as and when required and depending on the needs of the Company;
- (iii) casual employees can be terminated by one hour's notice on either side given at any time during the week or by payment or forfeiture of one hour's pay as the case may be.
- (iv) casual employees may be offered permanent employment at any time during their employment with the company, depending on the requirements at the Factory.
- (v) the wages for casual employees will be that as stated in Clause 4(F)(ii) of this agreement.

(c) Terms and Conditions

In addition to Award obligations it is a term and condition of employment and of the obligations and rights occurring under this Agreement, that an employee:

- i) properly use and maintain all appropriate protective clothing and equipment provided by the Company for specified circumstances; and
- ii) use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and
- iii) understand that termination of employment will be based on job requirements and skills and that the principle of "last on - first off" will not apply. It is the needs and requirements of the Company together with the efforts, skills and abilities of the employees which will be the determining factors regarding the retrenchment of employees. However, where efforts, skills and abilities are equal then seniority shall take precedence; and

- iv) maintain commitment to, and comply with the Company's directions (consistent with the objective of this Agreement) with respect to, safety, quality, site cleanliness and waste management.

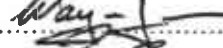

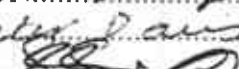


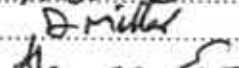
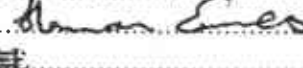
(J) SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of MARIGOLD FOODS PTY. LIMITED. The Common Seal of MARIGOLD FOODS PTY. LIMITED was hereunto affixed in the presence of:



.....
Managing Director

Signed by (List of employees)

- Waynn JONES..... )
- Thomas CARLYON..... )
- Peter DAVIS..... )
- Shane SIPPLE..... )
- Michael WILLIS..... )
- David MILLER..... )
- Shannon EAMES..... )
- ~~Christopher PAUL~~.....)
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Dated this 29th day of August 1996.