

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/120

**TITLE: Moraitis Fresh Packaging (NSW) Pty Ltd Enterprise Agreement 2003**

**I.R.C. NO:** IRC3/6813

**DATE APPROVED/COMMENCEMENT:** 15 December 2003

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/325

**GAZETTAL REFERENCE:** 18 June 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The Agreement applies to all employees employed by Moraitis Fresh Packaging (NSW) Pty Ltd located at 6 - 8 and 28 Carter Street Homebush Bay NSW 2127, engaged in the classifications of General Labourers, Forklift Driver, Machine Operator and Leading Hand, who fall within coverage of the Fruit Packing Houses Employees (State) Award

**PARTIES:** Moraitis Fresh Packaging (NSW) Pty Ltd -&- The Australian Workers' Union, New South Wales

# MORAITIS FRESH PACKAGING (NSW) PTY LTD ABN 02 002 306 283 ENTERPRISE AGREEMENT

This agreement has been developed through a voluntary process of consultation and participation between Moraitis Fresh Packaging (NSW) Pty Ltd and The Australian Workers 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 1996 in accordance with Part 3 of the said Act entered into on 28/10/2003 between Moraitis Fresh Packaging (NSW) Pty Ltd (the Company) located at numbers 6 -8 & 28 Carter Street Homebush Bay of the one part and the Australian Workers 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 Moraitis Fresh Packaging (NSW) 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 awards, 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 general provisions of part 6 of the NSW *Industrial Relation Act 1996* 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 the employment.
- (b) Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance as week or the last days absence in respect of which consent was granted on 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.

- (e) Notification 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

- (f) In addition to the notice above employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional week's notice.
- (g) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (h) Severance Pay

Where a Permanent Employee is to be Terminated Pursuant to the Above the Company Shall Pay the Following Severance Pay in Respect of a Continuous Period of Service:

- (a) If an employee is under 45 years of age the company shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over the entitlement shall be in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

#### **2.4 Part-Time Employment**

- (a) An employee may be engaged by the week to work on a part-time basis for a constant number of hours which having regard to the various ways of arranging ordinary hours shall average less than 38 but not less than 20 hours per week;
- (b) An employee so engaged shall be paid per hour one-thirty-eight of the weekly rate for the classification in which the employee is engaged;
- (c) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, long service leave, public holidays and sick leave arising under this agreement on a proportionate basis.

## 2.5 Casual Employment

A casual employee shall mean an employee who is engaged and paid by the hour. The weekly rate payable shall be the amount contained in clause 3.1 plus 15 per cent divided by 38. In addition such employee will be entitled to a further one-twelfth per hour in lieu of annual holidays.

The minimum period of paid engagement for a casual employee shall be four hours per day.

## 2.6 Rest Period

A paid morning tea break of 10 minutes shall be allowed to all employees and counted as time worked. Such period will be staggered amongst employees to suit the circumstances of the product being packed.

# 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	\$ 488.63 per week
Permanent General Labourer More than 2 years service	\$ 503.33 per week
Forklift Driver	\$ 524.13 per week
Machine Operator	\$ 550.89 per week
Leading Hand	\$ 601.02 per week

### Junior Rates

	Percentage of Appropriate Adult Classification Rate
16 years of age or under	50%
at 17 years of age	75%
at 18 years of age	95%
Over 18 years of age	Adult Rate

- (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) In addition to a 3% increase effective from the first pay period after 28/10/2003 ( included in the rates above ) a further 3.0% will be received twelve months after registration 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.

## 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 2.3(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 2.3(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 \$7.50 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 sub-clause 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, whether 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 sub-clause 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 sub-clause (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 day 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 sub-clause (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 sub-clause (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 whilst the employee remains in the service of the company.

### **6.3 Personal Carers Leave**

- (1) Use of Sick Leave
  - (a) An employee other than a casual employee , with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) , who needs the employee's care and support , shall be entitled to use , in accordance with this subclause , any current or accrued sick leave entitlement , provided for in clause 6.2 , sick leave of this agreement , for absences to provide care and support , for such person when they are ill . Such leave may be taken for part of a single day.

- (b) The employee shall if required , establish either by production of a medical certificate or statutory declaration , the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances , an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject top :
  - (i) the employee being responsible for the care of the person concerned ; and
  - (ii) the person concerned being
    - (a) a spouse of the employee , or
    - (b) a de facto spouse , who in relation to a person , is a person of the opposite sex who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) a child or an adult child ( including an adopted child , a step child , a foster child or an ex nuptial child ) , parent (including a foster parent and legal guardian ) , grandparent , grandchild or sibling of the employee or spouse or de facto spouse of the employee ; or
    - (d) a same sex partner who lives with the employee as de facto partner of that employee on a bona fide domestic basis ; or
    - (e) a relative of the employee who is a member of the same household , where for the purposes of this subparagraph:
      1. " relative " means a person related by blood , marriage or affinity;
      2. "affinity means a relationship that one spouse , because of marriage , has to blood relatives of the other ; and
      3. "household " means a family group living in the same domestic dwelling.
- (d) An employee shall wherever practicable , give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee ,the reasons for taking suck leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence , the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave for Family Purpose

- (a) An employee may elect , with the consent of the the employer , to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

- (a) An employee may elect with the consent of the employer , subject to *the Annual Holidays Act 1944* , to take annual leave not exceeding five days in single day periods or part thereof , in any calender year at a time or time agreed by the parties.
- (b) Access to annual leave , as prescribed in paragraph (a) of this subclause shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences , until at least five consecutive annual leave days are taken.

- (4) Time Off in Lieu of Payment of Overtime
- (a) An employee may elect , with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12mths of said election .
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is , an hour for each hour worked.
  - (c) If , having elected to take time as leave in accordance with paragraph (a) of this sub clause , the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with the award.
- (5) Make - Up Time
- (a) An employee may elect, with the consent of the employer, to work "make - up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect , with the consent of the employer, to work "make-up time" ( under which the employee takes time off ordinary hours and works those hours at a later time ) , at the shift work rate which would have been applicable to the hours taken off.

#### **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 sub-clause (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 sub-clause (d) for the period not taken;
- (2) Except as provided by paragraph (1) of this sub-clause 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 three days leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of a person prescribed for the purpose of personal /carers leave ( as per clause 6.3 of this agreement ) , provided further an employee on weekly hiring shall be entitled to a maximum three days leave without loss of pay on each occasion and on the production of satisfactory evidence on the death outside of Australia of such a person, 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 if 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 Approved Superannuation Fund nominated by the Company 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 the Relevant Warehouse / Operations Manager within one working day.

If the matter is not resolved:

4. Employee/employees confer with Senior Management 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.

## **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 Anti Discrimination**

- (1) It is the intention of the parties bound by this agreement to seek to achieve the object in section 3f of the *Industrial Relations Act 1996 NSW* to prevent and eliminate discrimination in the workplace on the grounds of race , sex marital status , disability , homosexuality , transgender identity and age.

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the award which , by its terms or operation, has direct discriminatory effect.
- (3) Under the *Anti Discrimination Act 1977 ( NSW )* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti d iscrimination legislation.
  - (b) Offering or providing junior rates of pay to persons under 21 years of age.
  - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977 ( NSW )*
  - (d) A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### Notes

- (a) Employers and employees may also be subject to Commonwealth anti discrimination legislation.
- (b) Section 56(d) of the *Anti Discrimination Act 1977* provides:
 

" Nothing in the act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### 7.4 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 work 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.
- (k) A bond of \$50.00 shall be placed on the issue of safety boots for new starters who do not supply their own safety boots. This amount shall be withheld from the first wages payment by payroll. This amount shall be redeemed on the completion of three months services. In the event that an employee leaves prior to the completion of three months service the bond shall be surrendered. In all instances the boots shall remain the property of the employee.

#### **7.5 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.

#### **7.6 Hot Water**

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

#### **7.7 Seating Accommodation**

Suitable seating accommodation shall be provided by the company.

#### **7.8 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.

#### **7.9 First Aid**

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

An allowance of \$ 1.85 per day shall be provided to those authorized First Aid Officers engaged under this Award.

#### **7.10 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.

#### **7.11 Deduction of Union Membership Fees**

- (1) Moraitis shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that :

- (a) the employee has authorized Moraitis to make such deductions in accordance with subclause (2) herein ;
  - (b) the Union shall advise Moraitis of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount,
  - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee ; and
  - (d) there shall be no requirement to make deductions for casual employees with less than two months service ( continuous or otherwise ) .
- (2) The employees authorization shall be in writing and shall authorize the deduction of an amount of Union fees ( including any variation in that fee effected in accordance with the Unions rules ) that the Union advises the employer to deduct . Where the employee passes any such written authorization to the Union the Union shall not pass the written authorization on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorization.
- (3) Monies so deducted from employees ' pay shall be remitted to the Union on either a weekly , fortnightly , monthly , or quarterly basis at the election of Moraitis , together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts , provided that:
- (A) Where Moraitis has elected to remit on a weekly or fortnightly basis, Moraitis shall be entitled to retain up to 5 per cent of the monies deducted; and
  - (B) Where Moraitis has elected to remit on a monthly or quarterly basis, Moraitis shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (4) Where Moraitis has already authorized the deduction of union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorization in order for such deductions to commence or continue.
- (5) The union shall advise Moraitis of any changes to the amount of membership fees to made under its rules , provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be . The Union shall give Moraitis a minimum of two months notice of any such change.
- (6) An employee may at any time revoke in writing an authorization to Moraitis to make payroll deductions of Union membership fees.
- (7) Where an employee who is a member of the Union and who has authorized Moraitis to make payroll deductions of Union membership fees resigns his or her membership of the union in accordance with the rules of the Union , the Union shall inform the employee in writing of the need to revoke the authorization to the employer in order for payroll deductions of Union membership fees to cease.



**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 1996*.

Signed for and on behalf of  
The Company, Moraitis Fresh Packaging (NSW) Pty Ltd

\_\_\_\_\_  
Nicholas Drazic  
Group General Manager

Witness \_\_\_\_\_

Date 03 / 11 / 2003

Signed for and on behalf of the  
Employees by the Australian Workers  
Union - New South Wales Branch

\_\_\_\_\_  
Russ Collison  
Secretary

Witness \_\_\_\_\_

Date 20 / 11 / 2003