

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/309

TITLE: Mrs Crocket's Kitchen Pty Ltd Enterprise Agreement 2004

I.R.C. NO: IRC4/5727

DATE APPROVED/COMMENCEMENT: 1 October 2004 /commenced 10 May 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 3 December 2004

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Mrs Crocket's Kitchen, located at 11-117 Jemma Road, Prestons NSW 2170, who fall within the coverage of the Storemen and Packers General (State) Award

PARTIES: Mrs. Crocket's Kitchen Pty Ltd -&- the National Union of Workers, New South Wales Branch

MRS CROCKET'S KITCHEN ENTERPRISE AGREEMENT 2004

This Agreement made this 10th day of August 2004, between Mrs Crocket's Kitchen Pty. Ltd. 115-117 Jemma Road, Prestons, New South Wales, 2170, and the National Union of Workers, New South Wales Branch, 3-5 Bridge Street, Granville, New South Wales, 2142, records that it is mutually agreed by the Parties as follows:-

1. Title

This Agreement shall be known as the Mrs Crocket's Kitchen Pty. Ltd Enterprise Agreement 2004

2. Arrangement

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3. Parties

The Parties to this Agreement are as follows:

- (a) Mrs Crocket's Kitchen Pty. Ltd.;
- (b) National Union of Workers, New South Wales Branch.

4. Application of Agreement

This Agreement shall apply to employees of Mrs Crocket's Kitchen Pty Ltd in the occupations specified in the Award, situated at the Company's operations located at Jemma Road, Prestons, New South Wales.

This agreement shall apply to any successor, assignee or transmittee of the business of Mrs Crocket's Kitchen Pty Ltd.

5. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Storeman and Packers (General) State Award, provided that where there is any inconsistency between the two, this Agreement shall prevail to the extent of the inconsistency.

6. Operation of Agreement

This Agreement shall take effect from the date of approval and shall remain in force until 10 May 2006. Thereafter the Agreement shall remain in force until varied, replaced or rescinded in accordance with the provisions of the *Industrial Relations Act 1996*.

7. No Further Claim

This Agreement is in full and final settlement of all claims. During the currency of the Agreement the Company, Union and employees undertake not to make any further claims in respect to any matter that will increase labour costs. This shall not affect the Company's rights under the Award.

8. Definitions

"the Company" is Mrs Crocket's Kitchen Pty Ltd.

"the Union" is the National Union of Workers (NSW Branch).

"the Award" is the Storeman and Packers General (State) Award.

9. Classification/Occupations

All grades shall perform work in accordance with published job descriptions and classifications shall be as per the Storeman and Packers General (State) Award.

10. Rates of Pay

10.1 Weekly Employees

- (1) From the first full pay period commencing on or after 10 May 2004, full time employees to whom the Agreement applies will be paid the weekly rates set out in Column 1.

	Current Rate	Column 1 - 6%	Column 2 - 4%
Level 1	\$487.70	\$516.96	\$537.64
Level 2	\$502.70	\$532.86	\$554.18
Level 3	\$508.50	\$539.01	\$560.57
Level 4	\$527.30	\$558.94	\$581.29
Level 5	\$542.20	\$574.73	\$597.72

- (2) From the first full pay period commencing on or after 10 May 2005, full time employees to whom the Agreement applies will be paid the weekly rates set out in Column 2.

(3) The wage rates specified above absorb any minimum safety net adjustments or other wage increases deriving from wage case decisions during the operation of this Agreement, unless otherwise expressly determined by the Industrial Relations Commission.

10.2 Casuals

- (1) From the first full pay period commencing on or after 10 May 2004, casual employees to whom the Agreement applies will be paid, when working ordinary hours, the hourly rates set out in Column 1.

	Current Rate	Column 1 - 6%	Column 2 - 4%
Level 1	\$15.99	\$16.95	\$17.63
Level 2	\$16.48	\$17.47	\$18.17
Level 3	\$16.67	\$17.67	\$18.38
Level 4	\$17.29	\$18.32	\$19.06
Level 5	\$17.78	\$18.84	\$19.60

- (2) From the first full pay period commencing on or after 10 May 2005, casual employees to whom the Agreement applies will be paid, when working ordinary hours, the hourly rates set out in Column 2.
- (3) The rates in (1) above include the 15% casual loading and one-twelfth of ordinary time rate in lieu of annual leave.
- (4) The wage rates specified above absorb any minimum safety net adjustments or other wage increases deriving from wage case decision's during the operation of this Agreement, unless otherwise expressly determined by the Industrial Relations Commission.
- (5) Persons engaged through a labour hire contractor shall be paid the same casual rates as for employees of the Company while performing work covered by this agreement.

10.3 Allowances

Allowances shall be increased by the same percentage increase in wages as specified in clause 10.1 and from the same operative date.

11. Casuals

The Company agrees to review the status of casuals on an annual basis to determine whether additional permanent part time or full time positions can be justified by the workload over the entire year. The business outlook, production requirements plus regular and systematic employment over the twelve months will be some of the factors taken into account in this review. This does not prevent the company from appointing additional part-time or full-time employees at other times.

12. Union Delegate

- (1) Where an employee is elected by his fellow workers as the union delegate and their name is forwarded by the union to the Company, the said union Delegate shall be allowed such time as is necessary during working hours to discuss with the employer's representative matters affecting the employees whom the delegate represents.
- (2) Upon application to the employer by an accredited Union delegate which is endorsed by the Branch Secretary of the Union, and subject to the provisions of this clause such union delegate shall be granted leave without loss of any ordinary time earning, to attend approved training courses or State wide delegates meetings

At least a fortnight's notice in writing must be given to the Company by the delegate,

A total of 8 working days leave each calendar year (non-cumulative) for two delegates.

The applicant for such leave must have at least 12 months continuous service with the employer prior to such leave being taken.

- (3) Such application for leave shall be accompanied by a written statement from the Branch Secretary of the Union advising of the nomination of the employee concerned by the Union and providing details of the course or activity.
- (4) Leave may only be granted where the employee concerned can be released for the period of the course without unduly effecting in an adverse manner the operations of the employer, and includes the employer being able to make prior staffing arrangements for the period involved.

13. Union Recognition

- (1) The company recognises the National union of Workers New South Wales Branch (NUW) as the union representing all employees in classifications covered by this agreement.

- (2) All Employees subject to this Agreement will be given the opportunity to join the NUW.
- (3) The Company will upon written authorisation from an employee deduct NUW membership fees, levied by the NUW in accordance with its rules, from the pay of the employee who is a member of the NUW. Such monies collected shall be forwarded to the union in the month following collection, together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.

14. Hours of Work:

Where shifts commence between 9.00p.m. and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a holiday, that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

15. Payment of Wages:

Employees covered by this Agreement will be paid weekly by electronic funds transfer.

16. Dispute Settlement Procedures

Any grievance or dispute affecting the working conditions of employees or any other industrial matter shall be dealt with in the following manner.

- (1) In the first instance any employees shall discuss any grievance or dispute with their immediate supervisor.
- (2) If no settlement of the grievance or dispute is reached at Step (i), the matter shall be discussed between the Employee/s and/or their representative (including Union Delegate) and the relevant nominated Company representative.
- (3) In any event that settlement of the matter cannot be reached at Step (ii), it may be notified to the Industrial Relations Commission in accordance with the *Industrial Relations Act 1996*.
- (4) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (5) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Industrial Commission with a view to the prompt settlement of the dispute.
- (6) Any Order of the Industrial Relations Commission (Subject to parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- (7) Discussions at any stage of the procedure shall not be unreasonable delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take reasonable period of time for the appropriate response to be made.

17. Superannuation

For the purposes of Clause 37 (Superannuation) of the Award individual employees may choose from the following approved funds:

Labour Union Co-operative Retirement Fund.
Sunsuper

18. Signatories

Signed for and on behalf of:
MRS CROCKET'S KITCHERN PTY LTD

Name: Peter Kemp

Witness: Bob McMillan

Date: 10/8/04

Signed for and on behalf of:
THE NATIONAL UNION OF WORKERS (NEW SOUTH WALES BRANCH)

Name: D Belan

Witness: Jennifer Lord J.P.

Date: 17/8/04