

ENTERPRISE AGREEMENT

NO: E.A. 338 /1994

DATE REGISTERED: 7-9-94

PRICE: \$ 16-00



ENTERPRISE AGREEMENT

(A) PARTIES

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 Rangers Valley Cattle Station Pty. Ltd. of Glen Innes, NSW of the one part and the employee's of Rangers Valley Cattle Station Pty. Ltd. in the workplace situated at Glen Innes with the following occupations:

Feed lot operators (Station hands)
of the other part.

It is agreed by the parties as follows:

(B) TITLE

This Agreement shall be referred to as the Rangers Valley Cattle Station (Feedlot Employees) Enterprise Agreement.

(C) TERM

This Agreement shall operate from the date of registration and shall remain in force for a period of one year unless varied or terminated earlier by the provisions provided by the Act.

(D) INTENTION

This Agreement shall only apply to employees in the occupations identified within this Agreement situated at Glen Innes in the State of New South Wales.

(E) INCIDENCE

This Agreement shall regulate the terms and conditions previously regulated by the Pastoral Employees (State) Award and shall therefore replace and supersede the provisions of that award which said award applied by common rule prior to the making of this Agreement.

(F) OBJECT & PURPOSE

The object of the Agreement is to tailor employment conditions to suit the needs of employees and the Company to enable greater flexibility for the Company and security of earnings for employees based on productivity and efficiency. This Agreement will enhance and increase employee skills which will be rewarded by the provisions of this Agreement. It is recognised that the Company and its employees are committed to quality assurance to improve and maintain the end product result to customers and the consumer. It is acknowledged that the terms of this Agreement exceed the overall provisions of the relevant State award which are replaced by the terms of this Agreement which is made pursuant to the provisions of the NSW Industrial Relations Act 1991. This Agreement aims to provide security of employment, regular income levels and a stable and healthy workplace. It is further acknowledged that the Company can only continue to employ and pay wages if the operation is profitable.

(G) DURESS

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

(H) TERMS OF AGREEMENT

The following terms and conditions shall be paid to employees of the operation for the classifications specified:-

a. WAGES

Adults:

All employees, other than casuals, on commencement are guaranteed a weekly wage for 40 hours as follows:-

Classification:

Pen Rider	-	\$10.80 per hour
Feed Yard, Mill, Farm and Maintenance Operators	-	\$11.10 per hour
Feed Equipment Operators	-	\$12.50 per hour

Mill Operators holding boiler tickets shall receive 20 cents per hour in addition for each hour worked. Leading hands shall be paid an additional \$30.00 per week.

Junior rates:

16-17 years	-	50% of Pen Rider rate
17-18 years	-	75% of Pen Rider rate
At 18 years	-	100% of Pen Rider rate

In addition to the above hourly rates an individual employee may be paid permanent performance payments based on the assessment by the Company of the individual employee performance.

b. **CONTRACT OF EMPLOYMENT**

Employees other than casuals shall be engaged on a weekly hire basis and shall be paid the wage rates prescribed in Clause a. dependant on the classification to which employees are appointed. All employees on commencement shall be employed on probation for the first 3 months of employment. Following the successful completion of this probation period employees will be regarded and employed as permanent employees. One weeks notice (5 working days) to terminate employment shall be required by both the Company and employees in the case of permanent employees. Employees during the probation period may be terminated without any notice. This shall not prevent the company from summarily dismissing permanent employees without notice as contained in the staff manual for misconduct including insubordination, dishonesty, continued tardiness, negligence, damaging Company property, fraud, falsifying Company records including furnishing false information, drunkenness, fighting, stealing or any other conduct detrimental to the Company, its employees or clients. The aim of the Company is to provide security of employment however this will always depend on the level of employee productivity as well as general market forces.

c. **CASUALS**

Employees engaged as casuals shall be hired on an hourly basis but shall receive a loading of 17 1/2% on the appropriate classification rate as contained in Clause a. herein in lieu of annual leave, sick leave, and public holidays.

d. **HOURS OF WORK**

The minimum hours of work except as to casuals shall consist of 40 hours per week to be worked on the basis of an average of 160 hours over a four week period. The hours of work therefore shall be conducted on any day of the week with starting and finishing times to be advised by the Company to suit the operational requirements. The Company agrees not to alter the existing work rosters, i.e. the cycle of days to be worked, unless consultation and agreement is reached with employees or by giving six months notice to do so. Casuals shall have no set minimum hours but shall be paid for the actual number of hours worked.

e. **OVERTIME**

All hours worked in excess of 160 hours per four week period shall be paid at the composite hourly rate contained in Clause a. herein for the relevant classification or employees may elect to take equivalent time off in lieu provided such time off is at a time agreed by the employer so as to ensure operational efficiency. Overtime is worked voluntarily by mutual agreement between employer and the employee however overtime shall not be unreasonably refused particularly where animal welfare is concerned.

f. **ANNUAL LEAVE**

In accordance with the Annual Holidays Act all employees other than casuals shall be entitled to 4 weeks (160 hours) annual leave after 12 months service to be taken at a time agreed between the Company and the employee. The wage rate payable during annual leave shall be the appropriate rate contained in Clause a. herein together with any individual performance payments.

g. **SICK LEAVE**

All employees other than casuals shall be entitled to one week (40 hours) paid sick leave per annum and untaken sick leave shall accumulate from year to year to a maximum of 25 days. The wage rate to be paid whilst on authorised sick leave shall be the appropriate rate contained in Clause a. herein together with individual performance payments. A doctors certificate may be requested by the employer for any sick leave taken.

h. **MEAL BREAK**

An unpaid meal break of at least 1/2 hour and not more than 1 hour as may be agreed shall be taken for meal breaks each day. Other rest breaks may be arranged between the employer and employees having regard to the operational needs to ensure productivity and efficiency.

i. **PUBLIC HOLIDAYS**

Public holidays as gazetted by the NSW Government or as prescribed in any other relevant NSW legislation shall be observed by the Company and shall attract payment if worked at double time. Public holidays not worked shall be paid at the employee's composite hourly rate for eight hours. Casuals are not entitled to public holidays but if worked shall attract double time payment based on their hourly rate less the casual loading. Employees may choose to take time off in lieu of payment for work on public holidays. Employees absent without approval on the working day before or after a public holiday shall forfeit payment for such public holiday as well as the days absent. Such absenteeism shall also render the employee subject to dismissal. Any public holidays may be changed or substituted by mutual agreement between the employer and the employees.

j. **SAFETY HEALTH & WELFARE**

The employer shall and its employees will observe all NSW Acts and Regulations in force from time to time.

k. **PAYMENT OF WAGES**

Wages shall be paid fortnightly by electronic bank transfer to a bank account nominated by the employee.

l. WORK CLOTHING

Work clothing comprising 4 shirts per annum, 2 pair trousers, 2 pair safety boots per annum and wet weather gear shall be supplied by the Company. All other clothing shall be supplied by the employee.

m. SUPERANNUATION

Subject to Section 180 of the Industrial Relations Act the employer will make superannuation payments as prescribed by the Superannuation Guarantee Charge Act 1992. Contributions shall be made at the appropriate rate to the Rangers Valley Cattle Station Pty. Ltd. Superannuation Plan.

n. DISPUTE SETTLING PROCEDURE

The following agreed practice shall be applied when and if any dispute arises concerning the terms of this Agreement:-

1. The employee/employees concerned who have reason for grievance concerning the operation of this Agreement shall take same to their immediate supervisor for resolution but without halting or interrupting the operation.
2. The supervisor shall rectify the problem or take the grievance to the General Manager at the next work break period.
3. If the grievance is not able to be resolved at this level it shall be referred to the NSW Industrial Commission for resolution pursuant to the provisions contained within the NSW Industrial Relations Act 1991.
4. Work will continue normally whilst this procedure is being conducted.

o. LONG SERVICE LEAVE

Long service leave in accordance with the NSW Long Service Leave Act shall apply to employees.

p. PARENTAL LEAVE

The provisions of the NSW Industrial Relations Act 1991 shall apply.

q. **BEREAVEMENT LEAVE**

All employees other than casuals shall be entitled to one day's paid leave on each occasion and on production of satisfactory evidence of the death within Australia of the employee's husband or wife, father or mother, brother, sister, child, father/mother-in-law.

r. **EMPLOYER/EMPLOYEE CONSULTATION**

It is considered essential by the parties that a clear level of trust and performance prevail to ensure the success of the operation to enable the Company to continue to employ. It is the intention of the Company to consult with employees on issues that affect the operation so as to keep employees informed. Notwithstanding the Company reserves the right to manage the business to ensure a profitable operation.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of Rangers Valley Cattle Station Pty. Ltd.

M. J. Foster



.....
Malcolm Foster, General Manager

J. Palmer

.....
Witness

Date *1.7.1994*

AND

Signed by:

R. Newsome
.....
Employee - Name & Occupation

ROBERT NEWSOME PEN RIDER

J. Broadhead
.....

John Broadhead Pen Rider

C. Bruce

CHRIS BRUCE Pen Rider

R. Ryan

ROBERT RYAN TRUCK DRIVER

R. Frost

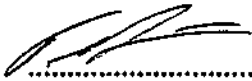
ROBERT FROST TRUCK DRIVER

A. Wood

Anthony Wood PEN MAINTANCE

H. Schalk

BOB CAT HAROLD SCHALK



John Jamieson Operator

John

John Kerr Feed Equipment operate

P.T. White

PAUL WHITE FEED EQUIP OPERATOR

Allan

Allan Knox Feed Equipment operate

Rod Biddle

ROD BIDDLE PEN RIDER

GUY

GUY TURNER

Y. Suzuki

YUKO SUZUKI Feed truck driver

D. Kingsley

Damy Kingsley Feed Equipment

K. Thompson

Karen Thompson Pen Rider

J. Whittier

Pen Rider

Cathy Anderson

Cathy Anderson Pen Rider

Sandra J. Mantee

SANDRA J. MANTEE PEN RIVER

Rozanne L. Williamson

Rozanne L. Williamson Pen Rider.

Gary Thompson

GARY THOMPSON - Feed Equipment

Margaret Mabbott

MARGARET MABBOTT - CASUAL FARM HAND

Karl S. Anderson

KARL SINCLAIR ANDERSON

Colin Becke Davis

COLIN BECKE DAVIS

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