

ENTERPRISE AGREEMENT

NO: E.A. 254 /1995

DATE REGISTERED: 24-7-95

PRICE: \$ 10-00

SUMMERTIME CHICKEN TRANSPORT ENTERPRISE AGREEMENT - 1995

BETWEEN

SUMMERTIME CHICKEN FARMS PTY LTD

(ACN NO 000 852 595)

AND

TRANSPORT DRIVERS

1. ARRANGEMENT

1. Arrangement
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2. INCIDENCE AND PARTIES BOUND

- 2.1 The Parties: This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, and entered into without duress on the *18th April*, 1995, between Summertime Chicken Farms Pty Ltd and transport drivers.
- 2.2 The Enterprise: The enterprise for which the agreement is reached in the company known as Summertime Chicken Farms Pty Ltd operating from its offices and processing plant located at 26 - 28 Crosslands Road, Galston 2159.

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2.3 The Occupation : This Enterprise Agreement related to the occupations of transport workers and their offsiders, primarily engaged in the duties of supplying product from the company's processing plant to customer outlets.

3. TERMS OF AGREEMENT

This agreement shall take effect from date of registration and operate from the first full pay period to commence on or after the date of registration and shall remain in force for a period of 24 months.

4. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Agreement that it shall be read and interpreted in conjunction with the Transport Industry Mixed Enterprises (State) Award and provides that where there is any inconsistency with that award, this Agreement shall take precedence.

5. PURPOSE OF AGREEMENT

The prime purpose of this Agreement is to continue to provide an effective and competitive transportation service to suit the particular needs of the enterprise and customers and as a supporting role, to enable employees party to the Agreement to be offered in opportunity to voluntary carry out a variety of alternative duties elsewhere within the enterprise.

6. HOURS OF WORK

The ordinary hours of day work, exclusive of meal breaks, shall be not more than 38 hours, Monday to Friday, averaged over a 52 week period. There shall be no restrictions in respect of daily starting times.

7. OVERTIME

7.1 For the purposes of overtime worked whilst engaged on truck driving and delivery duties, the overtime rate of time and one-half (T1.5) for the first six (6) hours of weekly overtime worked and double time (T2) thereafter shall be paid to drivers and their offsiders, each pay week shall stand alone.

7.2 For the purposes of providing additional employment duties for employees, any other voluntary overtime by employee/s party to this agreement on duties other than those nominated in sub-clause 7.1 herein, shall be at the rate of single time(T1), based on the appropriate rate of pay of such work.

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RB

D. L. [Signature]
[Signature]

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8. SICK LEAVE

Each employee party to this agreement shall be entitled to a five (5) days paid sick leave each year of service. *The rights under this clause shall accumulate from year to year.*

9. PAY ADJUSTMENT

In addition to each employees current weekly ^{AWARD} rate of pay, an increase of \$5.00 per week for all purposes of the award nominated in clause 4 herein will be granted, effective from the date of registration of this Agreement. This increase is in recognition for a reduction in awarded sick leave entitlement to those set out in clause 8 herein. This agreement covers all grades of drivers employed under thr Transport Industry Mixed Enterprises (State) Award i.e. grade 3

10. ATTENDANCE BONUS

Each employee will qualify for an attendance bonus of \$80.00 each calender month provided that such employee attends for work each rostered work day during that month. The attendance bonus is not payable whilst an employee is taking annual leave and accordingly, the monthly payment will be reduced on a pro-rata basis in respect of days absent on annual leave.

The company retains a discretion not to implement a penalty in relation to the forfeiture by an employee of the bonus where proof of genuine extended illness is available.

11. EMPLOYEE COUNSELLING PROCEDURE

With the object of retaining good employer/employees relations, no employee will be dismissed (except for misconduct which would justify instant dismissal) unless the following procedures have been followed:

- (i) Counselling: If Management considers an employee to be unsatisfactory for any reason, the employer shall inform the employee of the unsatisfactory nature of the employee's service and allow the employee the right to respond. If the employee so requests, a witness of his choosing may be present. The nature of the unsatisfactory service will be committed to writing.
- (ii) First Warning : If the employee in the opinion of the employer continues to be unsatisfactory, the company shall again discuss with the employee, in the presence of a witness if requested, the unsatisfactory nature of the employee's service and advise the employee that continuation of such unsatisfactory service will lead to dismissal. Again, the nature of the unsatisfactory service will be committed to writing.

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- (iii) Second Warning : If after one written warning the employer considers the employee to still be unsatisfactory, then the employee may be given a final warning or be dismissed in the presence of an appropriate witness.

12. DISPUTES PROCEDURE

It is the intention of the parties to this agreement to eliminate dispute which result in stoppages, bans or limitation, and it is agreed that the parties to this agreement shall confer in good faith with a view to resolving the matter by direct negotiation and consultation.

The parties further agree that subject to the provisions of s. 185 of the NSW Industrial Relations Act 1991, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) If an employee/s has any grievance in relation to employment, such employee/s in the first instance shall discuss the matter with the immediate supervisor who will endeavour to resolve the issue;
- (ii) If the problem remains unresolved, the employee/s shall refer the matter to the immediate departmental head after the employee/s notify the immediate supervisor. The departmental head shall then arrange a conference with the employee and the immediate supervisor;
- (iii) Should the matter continue to remain unresolved, the employee/s shall refer the matter to the general manager or the nominated representative;
- (iv) Reasonable time limits shall be allowed for discussion at each level of authority;
- (v) At the conclusion of the discussions, the immediate supervisor, departmental head or general manager (or representative) shall provide a response to the employee/s grievance and if the matter continues to remain unresolved, giving the reasons for not implementing any proposed remedy;
- (vi) The employer may be represented by an industrial organisation of employers and the employee/s may be represented by an industrial organisation or employees for the purposes of each step of the procedure;
- (vii) Whilst this procedure is being followed, normal work must continue.

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13. DATE OF REGISTRATION

This Enterprise Agreement shall take effect from the first complete pay period to commence on or after 1995.

14. SIGNATORIES

Signed for and on behalf of Summertime Chicken Farms Pty Ltd

J. Conrad
MANAGER



18/4/95
DATE

.....
MANAGER

.....
DATE

SIGNED BY THE DRIVER AND OFFSIDER EMPLOYEES OF SUMMERTIME CHICKEN FARMS PTY LTD.

L. P. ...
EMPLOYEE

18-4-95
DATE

J. ...
EMPLOYEE

18-4-95
DATE

QHRandle
EMPLOYEE

18/4/95
DATE

[Signature]
EMPLOYEE

18-4-95
DATE

S.A.
EMPLOYEE

18/4/95
DATE

[Signature]
EMPLOYEE

~~18-4-95~~
DATE

R. Brown
EMPLOYEE

18-4-95
DATE