

ENTERPRISE AGREEMENT

NO: E.A. 318 /1995

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COPY

ENTERPRISE AGREEMENT FOR

ROMAK GRAIN (AUST) PTY LIMITED

TRADING AS

AS JOLLY CHICKEN PRODUCTS

ACN 002 744 818

1. TITLE

This agreement shall be known as the Romak Grain (Aust.) Pty Limited Jolly Chicken products Enterprise Agreement (ACN 002 744 818)

2. ARRANGEMENT

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Appendix I

3. Parties bound

- (i) This agreement shall apply to Jolly Chicken Products in the locations of Cnr Myrtle and Seatons Streets, Armidale, N.S.W. and all employees engaged in the following classifications:

Process Workers
 Cleaning/General Hands
 Load Out/Receival/Cleaning Supervisor
 Production Supervisor
 Truck Drivers

- (ii) This agreement shall substitute for the terms of any award, either existing or prospective, which may be applied to the activities undertaken by employees of Jolly Chicken Products who are subject of this agreement. Appendix I to this agreement contains a list of these awards.
- (iii) This agreement shall take effect from the date of registration and will remain in force for a period of 24 months.
- iv) This enterprise agreement was not entered into under duress.

4. Terms of Engagement

- (i) All employees shall be employed on a weekly basis. A weekly employee during the first three months of employment may be terminated on an hours notice by either party at any time.
- (ii) The employment of a weekly employee may be terminated by either party by giving the appropriate amount of notice as set out below or by the payment by the employer or forfeiture by the employee of the amount of pay in lieu of notice.

Period of Continuous Service -	Period of Notice
Less than 12 months	1 Week
One year but less than 3 years	2 weeks
Three years but less than five years	3 weeks
Five years and over	4 weeks

Provided that an employee over the age of 45 years and with two years continuous service is entitled to one additional week's notice.

This shall not effect the right of an employer to dismiss an employee without notice where an employee is guilty of misconduct.

- (iii) An employee is required to perform work as directed by the Company which is within the employee's skills, competence and training.

- (iv) An employer shall have the right to deduct pay for any day an employee working in the factory who cannot be usefully employed because of any industrial action or through any breakdown in machinery or any stoppage of work for any cause for which the employer cannot be held responsible. This Clause does not apply to the Truck Drivers.
- (v) All employees at the commence of employment shall undergo a medical examination by a medical practitioner of the Company's choice to declare them fit for duty.
- (vi) Part- Time Employees - an employee may be employed on a part time basis. A part-time employee shall mean an employee whose ordinary hours of work are less than 40 per week. A part time employee shall accrue all leave entitlements on a pro rata basis.

5. Classifications

- (i) "Process Worker/Cleaning/General hand" - duties shall include but not be limited to unloading trucks/ containers, stacking chiller/freezers, packaging and grading, loading conveyors, filling boxes/cartons, bag sealing. scales operation, cleaning as directed.
- (ii) "Load Out/Receival/Cleaning Supervisor" - duties shall include but not be limited to handling chemicals, occupational health and safety officer and associated duties and responsible for all cleaning duties.
- (iii) "Production Supervisor" - duties shall include but not be limited to responsibility for all quality assurance procedures and associated requirements.
- (iv) "Truck Drivers" Grade 6 - duties shall include but not be limited to responsibility for pick up and delivery of all products from suppliers and/or to customers.

6. Wages

- (i) The minimum rates for adult employees shall be no less than the Award Rates of Pay:

Production Supervisor	\$1,260.00 per fortnight
Load Out/Receival/Cleaning Supervisor	\$1,322.00 per fortnight
Process Worker	\$ 816.00 per fortnight
General/Cleaning Hands	\$ 816.40 per fortnight
Truck Drivers Grade 6	\$1,518.40 per fortnight

Junior Process Workers - following percentage of relevant adult wage.

16 years	60%
17 years	65%
18 years	70%
19 years	80%
19 years	90%
20 years	100%

- (ii) In addition to the rate set out in subclause (i) above, the following allowances shall apply:

Forklift Operator	\$2.00 per day
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- iii) For all work performed on a Saturday, a penalty of 50% shall apply.
- iv) Subject to Sub Clause 1 of this Clause any State Wage Case increases shall be absorbed into an employees ordinary rate of pay.
- iii) For every year of service past three(3) years, the company will increase the weekly rates of pay by :-

0.5% after 3 years
1.0% after five years

7. Payment of Wages

- (i) Wages shall be paid Fortnightly.
- (ii) Wages may be paid by electronic funds transfer.
- (iii) Wages shall be paid not later than Friday of each fortnight.

8. Hours of Work

- (i) The ordinary hours of work shall be 40 per week to be worked Tuesday to Saturday. Two shifts will apply between 6 a.m. and 3.00 p.m and 3.p.m. until midnight..
- (ii) Ordinary hours shall not exceed 10 hours per day.
- (iii) Shift Work - An afternoon shift which is a shift starting after 2.00.p.m. may be worked by the employees. Such shift shall have a loading of 15 per cent.

9. Meal Break

- (i) An employee shall be entitled to a meal break of not less than 30 minutes. The timing of the meal break shall be at the discretion of the Company. Such break shall not be counted as time worked.
- (ii) An employee who works 10 ordinary hours in one day shall, in addition to the meal break specified in subclause (i) above, be entitled to a 15 minute morning tea break and a 15 minute afternoon tea break. The timings of these breaks shall be at the discretion of the Company. Such breaks shall be counted as time worked.
- (iii) An employee who works 8 ordinary hours in one day shall, in addition to the meal break specified in subclause (i) be entitled to a 15 minute morning tea break. The timing of the break shall be at the discretion of the Company. Such break shall count as time worked.

10. Overtime

- (i) All time worked in excess of 40 hours per week and in excess of 10 hours per day shall be overtime.
- (ii) Overtime shall be paid at the rate of time and one half.
- (iii) (a) By mutual agreement between the company and the employee, an overtime entitlement of an employee may be liquidated by the employee having time off in lieu of payment at the rate of time and one half for each hour of overtime worked.
- (b) An employee may not accumulate more than 40 hours of equivalent time off which shall be taken within 26 weeks of its accrual. Where such time off is not taken the periods of overtime referable thereto shall be paid for in the next pay period at the appropriate overtime rate otherwise applicable.

11. Sick Leave

- (i) Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the company, be entitled to 5 days sick leave for the first year of employment and 10 days sick leave for the second and subsequent years of service.
- (ii) The employee shall, wherever practicable, before the commencement of absence, inform the Company of such employee's inability to attend for duty and as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year provided that the Company shall not be bound to credit an employee for sick leave which accrued more than four years before the end of the last completed year of service.
- (iv) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers compensation.

12. Annual Leave

- (i) See Annual Holidays Act 1994.
- (ii) Annual leave loading of 17.5% is included in the rates of pay set out in Clause 5 Wages of this agreement.

13. Long Service Leave

See Long Service Leave Act 1955.

14. Parental Leave

See Industrial Relations Act, 1991

15. Bereavement Leave

Weekly employees are entitled to a maximum of 3 days bereavement leave without loss of pay upon the death of a spouse, de facto spouse, child, step child, parent, parents in law, grandparent or sibling in Australia.

16. Jury Service

Weekly employees required to attend for jury service during his/her ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wage they would have received had they not been on jury service.

17. Public Holidays

- (i) A public holiday for the purpose of this agreement shall be Christmas Day, Boxing Day, New Years Day, Good Friday, Easter Monday, Australia Day, Anzac Day and Queens Birthday.
- (ii) Weekly employees shall be entitled to take the public holidays prescribed by subclause (i) above without loss of pay. provided that the employee would ordinarily have been required to work their ordinary hours on that day.
- (iii) All time worked on a Public Holiday prescribed in subclause (i) shall be paid at time and one half.

18. Superannuation

- (i) "Ordinary time Earnings" shall mean the employee's classification rate of pay prescribed by this agreement for working ordinary hours. It shall not include overtime, occasional bonus payments or any other ancillary payment of a like nature.
- (ii) The Company shall pay for each employee who earns in excess of \$450 per month, an amount equivalent to 4% of their ordinary time earnings into an authorised Employer-funded Superannuation Scheme.

19. Clothing

The Company shall supply to each employee one full set of protective clothing including boots per shift and shall pay for the cost of having such clothing laundered.

20. Grievance Procedure

The parties agree that, subject to the provisions of the 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) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be reported in writing by the employee(s) to Management. Management, which consists of the Plant Manager, the immediate Supervisor and the employee(s) concerned shall meet at a time suitable to discuss the issue. The meeting shall take place as soon as practicable after the complaint is received.
- (iii) Normal work will continue while the procedure is being followed.
- (iv) Should the matter not be resolved it may be referred to the Industrial Relations Commission of New south Wales for settlement by either party.

21. Training

Employees will be required to undertake appropriate training as directed by the Company.

22. Negotiations

The parties to this agreement agree to commence discussions for a new agreement and review the operation of this agreement toward the end of the second year of operation.

This agreement is made in Armidale on.....

Signed for and on behalf of Romak Grain (Aust.) Pty Limited trading as Jolly Chicken Products

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Signed by all the employees of Jolly Chicken Products

BARRY THOMAS FAINT

LEONIE GREENE

.....
Signature

.....
Signature

DORCAS WANINARA

BEATRICE KYEI

.....
Signature

.....
Signature

KURAI A MICHAEL

GREG ALLEN FREEBODY

.....
Signature

.....
Signature

ANTHONY TUALA

.....
Signature

RICHARD ROLAND

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Signature

SOLOMON NYABONGO

.....
Signature

SAKATI LODOVIKO

.....
Signature

ALALOTO TAUMAFAI

.....
Signature

PETER REYNOLDS

.....
Signature

NEIL THOMAS ROSTEN

.....
Signature

GENE DUVAL

.....
Signature

Appendix 1

Poultry Industry Preparation (State) Award
Transport Workers (Mixed Enterprises) (State) Award