

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/21

TITLE: Steggle's Limited Beresfield Feed Mill (Distribution) Agreement 1998

L.R.C. NO: 99/6241

DATE APPROVED/COMMENCEMENT: Approved 2 December 1999 and commenced 1 July 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged in the distribution of feed to company and contract growers' farms at the company's Beresfield Feed Mill

PARTIES: Steggle's Limited -&- Transport Workers' Union of Australia, New South Wales Branch

Registered
Enterprise Agreement
Industrial Registrar

STEGGLES LIMITED



BERESFIELD FEED MILL (DISTRIBUTION) AGREEMENT 1998

1. TITLE

This agreement shall be known as the Steggles Limited Beresfield Feed Mill (Distribution) Agreement 1998 ("this agreement").

2. SCOPE AND PARTIES

This agreement is made by Steggles Limited ("the company") and the Transport Workers Union – NSW Branch ("the union"). This agreement is made in relation to employees of the company employed at the company's Beresfield Feed Mill ("the site"); engaged in the distribution of feed to company and contract growers' farms; and activities incidental thereto.

3. DURATION OF AGREEMENT

This agreement will come into effect on and from 1 July 1998 and will remain in force for 24 months. Not less than 2 months before the nominal date of expiry of the agreement; the company and the union will meet to discuss the renewal of the agreement.

4. OBJECTIVE

The objective of this agreement is to assist the Beresfield Feed Mill Distribution Fleet in achieving world class performance in safety, quality, service and cost.

5. PARENT AWARD

Where this agreement is silent, the terms of the Transport Industry Mixed Enterprises (State) Award will apply.

6. REPRESENTATION, CONSULTATION AND SHARING OF INFORMATION

The following arrangements will be maintained or introduced to ensure that unions, employees and the company maintain full and open communications:

The Single Bargaining Unit ("SBU") will continue as the peak union body representing employees and unions.

The SBU will meet bi-monthly with senior management to review the performance of the business, Beresfield operations, details of the company's overall business improvement plan, and any other matters required to enable the SBU to carry out its functions effectively. The meetings will be attended by senior company officers, including the Managing Director, the Operations Director and the Human Resources Director together with site management. The meetings will be chaired by the Chairman of the SBU.

In February 2000, Price Waterhouse will be engaged to carry out a further

independent audit of Beresfield site profitability.

7. RECOGNITION OF UNIONS AND UNION DELEGATES

The company recognises the SBU and its constituent unions (for as long as those unions remain in the SBU and subject to the rules of the unions) as the principal representative body for employees at Beresfield and adjacent and ancillary operations ("relevant employees"). During the life of the agreement, the company will:

- not employ any relevant employee under any terms and conditions other than as provided by parent awards or site agreements;
- not employ any relevant employee under an Australian Workplace Agreement;
- encourage relevant employees to become and remain members of the appropriate trade union; including introducing new employees to union delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues; and
- provide reasonable time off (without loss of pay) for union delegates to carry out their functions and to undertake training, provided that company operations are not unduly affected.

8. REDUNDANCY

The Steggles Limited NSW Operations Redundancy Agreement (Attachment 4) applies to employees employed pursuant to this agreement.

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Industrial Relations

9. WAGE RATES

The following wage rates will apply to drivers employed at the Beresfield Mill:

First Full Pay period to commence on or after:	All Purpose Weekly Rate:
1 July 1998	\$570.80 -
26 October 1998	\$587.90
1 July 1999	\$617.30

10. RESOLUTION OF DISPUTES AND GRIEVANCES

Where employees or the union have a grievance or claim; the matter shall be raised with the site (Mill) manager. If the matter is not resolved, it shall be raised with the NSW Operations Manager or his nominee. If the matter is not resolved, the union and the company's nominated representative will meet to discuss and resolve the issue.

Any grievance or dispute that cannot be resolved by the company and the union will be referred to the NSW Industrial Commission. Whilst this process is being followed, work shall continue as normal unless there is a genuine risk to employee safety.

11. QUARANTINE STANDARDS

Employees are not permitted to commence or maintain an employment,

consulting or other contractual relationship with any other poultry processing business without the written authorisation of the company.

Employees are not permitted to come or intend to come into direct or indirect contact with any poultry or porcine species or generation which may pose a quarantine risk to the company's livestock. In the event that such contact is to occur, the company's written authorisation must be obtained prior to such contact taking place.

The requirements of this clause include employees' family members or other persons domiciled with or in regular contact with employees at the site.

12. COMPANY POLICIES AND STANDARDS

All employees will comply with company policies and standards as amended from time to time. In particular, the employees are required to comply with the company's Occupational Health and Safety Policy and its Drug and Alcohol Policy

13. COMPASSIONATE LEAVE

An employee will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of near relatives. "Near relatives" include, but are not limited to: husband, wife (including de facto spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, mother/father in-law, brother/sister in-law, grandparents or grandchildren. Every situation will be assessed on its merits and the relationship of the employee and the deceased will be the principal consideration in determining the amount of leave granted, which will vary from 1 to 5 days.

An employee will not be entitled to compassionate leave if the leave coincides with any other type of leave.

14. TRAINING AND DEVELOPMENT

All drivers will undertake specialist driver training at a recognised heavy vehicle training facility. Where possible, drivers will attend in the training in pairs. The course and the details of attendance will be jointly determined by the company and the union.

15. BENCHMARK PERFORMANCE STANDARDS

The company and the union will jointly develop a benchmark performance standard for drivers' turnaround times at the Beresfield site. Once the standard has been set and validated, it will become an operating standard.

16. FLEET FUEL CONSUMPTION STANDARDS

The company and the union will jointly analyse current average fleet fuel consumption, and then develop a benchmark performance standard. Once the standard has been set and validated, it will become an operating standard.



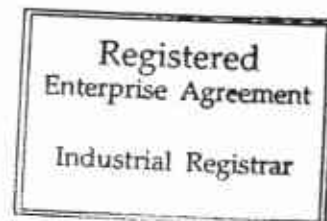
17. EXECUTION

Signed for and on behalf of Steggles Limited by Georgina Landy – Human Resources Officer:

Georgina Landy Date: Tuesday, July 20, 1999

Signed for and on behalf of the Transport Workers Union – New South Wales Branch, by:

(Name) A. SHELDON
(Title) STATE SECRETARY
(Signature) [Handwritten Signature]
Date: 29-7-99





ATTACHMENT 1
STEGGLES LIMITED

NSW OPERATIONS REDUNDANCY AGREEMENT

1. SCOPE OF AGREEMENT

This agreement is made between the company and the unions; and applies to all employees of the company in New South Wales. This agreement supersedes any and all entitlements that are not specifically provided for in this agreement.

2. DEFINITIONS

"All purpose rate" means the rate of pay used to calculate one week's normal pay. The all purpose rate excludes overtime; but includes penalty rates and shift premiums, and all allowances.

"Casual employee" means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this agreement.

"Part time employee" means an employee whose rostered hours of work are less than an average of 36.5 hours per week.

"Redundancy" means a situation where the company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the company's labour requirements. "Redundancy" does not include:

- (a) termination of employment pursuant to the company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the company's requirement to reduce its labour requirements;
- (b) termination of employment due to retirement;
- (c) situations where full time or part time employees become surplus to the company's labour requirements due to industrial action taken by employees which affects the company's ability to continue normal operations;
- (d) variations to rosters or shifts (as provided for by parent awards or site agreements) as a result of restructuring or changes in customer demands or operational requirements.

Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

- (e) situations where part time or full time employees are not prepared to

undertake training or redeployment as a result of technological or operational changes which require such training or redeployment; provided that the proposed training or redeployment is agreed by the company and the union to be reasonably within the employee's capability;

(f) short term reductions in the company's labour requirements which can be managed pursuant to clause 4 of this agreement; or

(g) the sale or transfer of some or all of the company's business where continuity of employment is offered to employees.

"The company" means Steggles Limited.

"The unions" means those unions participating in the company's Beresfield site single bargaining unit, and includes the AMIEU; AWU; AMWU; ASU; ETU; NUW; SAWEFA; and TWU.

"Week's pay" means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the pay period immediately prior to the date of termination. Where employees are engaged on annualised salary agreements, a week's pay is determined by dividing the annual salary by 52.

"Work Area" means a discrete functional or geographical part of the company's operations. The determination of a work area is by reference to the management structure and accountabilities; award/agreement classification and/or union coverage.

3. CONSULTATION

Where the company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the relevant union or unions. The company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent. The company and the unions will jointly seek alternatives to redundancies.

4. STEPS TO AVOID REDUNDANCIES

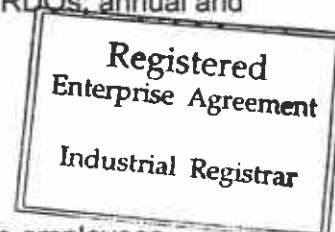
Where a redundancy situation appears likely, the company may seek to minimise the number of such redundancies by:

- reducing the hours worked by casual employees;
- reducing the number of casual employees;
- requiring full time and part time employees to take accrued RDOs; annual and long service leave; and
- reducing the hours worked by part time employees.

5. SELECTION FOR REDUNDANCY

(a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the company's operational requirements are met by the termination of employment of such volunteers.

(b) In the event that there are insufficient volunteers, or the company's



operational requirements would not be met by the termination of employment of volunteers; the company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
- long term operational requirements as to employee skills, experience and potential; and
- considerations of seniority, equity and fairness.

(c) In the event that there are more volunteers for redundancy than are required by the company; the company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
- the company's medium and long term skill requirements; and
- other things being equal, those employees with the longest service shall have first preference for redundancy.

(d) Where the relevant union disagrees with the company's determination pursuant to this clause, it is entitled to have the company's determination reviewed pursuant to Clause 10, Resolution of Disputes.



6. NOTICE OF REDUNDANCY

(a) Employees to be made redundant will receive 4 weeks' written notice of termination of employment.

(b) During the notice period, the employee will be provided with paid leave to attend interviews with alternative employers and employment agencies, and to attend outplacement support activities; provided that such leave does not cause unreasonable disruption to the company's operations.

(c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this agreement will be paid to the employee.

(d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this agreement will be paid to that employee's dependants. Where the company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this agreement will be paid to the employee's estate.

7. PAYMENTS UPON TERMINATION OF EMPLOYMENT

On the last day of employment, redundant employees will receive a termination payment based on the following formulae:

(a) 4 weeks' pay;

(b) a further 4 weeks' pay for each year of service, calculated to completed quarters;

provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.

(c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and

(d) accrued long service leave entitlements in accordance with the applicable NSW legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The unions may not make any claim on the company that is based on any change to the taxation treatment of termination payments.

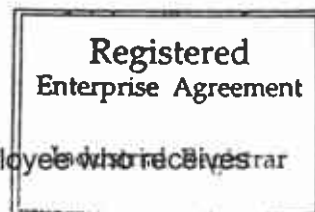
8. ASSISTANCE TO SECURE ALTERNATIVE EMPLOYMENT

The company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the company will, through its preferred outplacement services provider/s, ensure that those employees who need it receive preliminary counseling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The company and the union/s will discuss the appropriate level of outplacement support prior to any program being initiated.

9. TREATMENT OF CASUAL EMPLOYEES

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.



Where a part time or full time employee has continuous service with the company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 7(b) of this agreement.

A part time or full time employee who has continuous service with the company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 7(c) of this agreement.

10. RESOLUTION OF DISPUTES

Where the union/s have a grievance or claim in relation to the application or interpretation of this agreement, it shall be raised in the first instance with the company's NSW Human Resources Manager or her nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution.

Whilst the grievance or claim is being resolved, the unions will not take any form of industrial action.