

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/164

TITLE: Mudgee Regional Abattoir Small Stock Slaughterfloor Agreement
2002

I.R.C. NO: 2002/109

DATE APPROVED/COMMENCEMENT: 22 April 2002/15 February 2002

TERM: 15 February 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged in the Small Stock Slaughter Floor at the company's processing plant, located at Mudgee

PARTIES: Mudgee Regional Abattoir -&- The Australasian Meat Industry Employees' Union,
New South Wales Branch

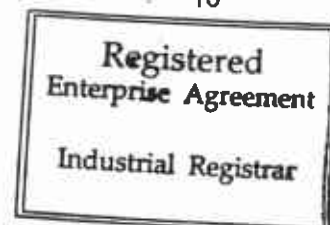


**MUDGEE REGIONAL
ABATTOIR
SMALL STOCK FLOOR
ENTERPRISE
AGREEMENT**

2002



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CLAUSE 2: AGREEMENT TITLE

This Agreement shall be referred to as the Mudgee Regional Abattoir Small Stock Slaughterfloor Agreement 2002.

CLAUSE 3: PARTIES TO THE AGREEMENT

- a) Cudgegong (Abattoir) County Council
Trading as: Mudgee Regional Abattoir
ABN: 71815584851
(Herein known as the Company)

- b) The Australasian Meat Industry Employees Union of New South Wales

CLAUSE 4: PARTIES BOUND

This agreement shall be binding on the Australasian Meat Industry Employees Union of New South Wales, the company and its Small Stock Slaughter Floor employees, who are engaged at the company's processing plant, located at Abattoir Road, Mudgee, in the state of New South Wales.

The agreement shall apply in respect of those employees who perform any work that falls within any of the classifications of the parent award.

CLAUSE 5: DURATION

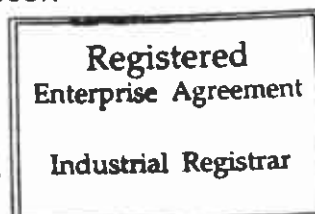
The term of this agreement is to be for a period of one (1) year.

There shall be a review of the implementation of the agreement (i.e. application of incentive schemes and manning levels) on a six (6) monthly basis.

Any wage adjustment handed down by the Industrial Relations Commission in respect of the Butchers Wholesale (State) Award during the term of this agreement will apply on the gross weekly base rate and production bonus.

CLAUSE 6: PARENT AWARD

This agreement is to be read and applied in conjunction with the Butchers Wholesale (State) Award as at 1 March 2001, or its successor.



Wherever the terms of this agreement are inconsistent with the terms of the award, the terms of this agreement are to be applied.

CLAUSE 7:NO DURESS

The parties to this agreement declare that it has been entered into without duress or coercion and that the parties understand the affect of the agreement.

CLAUSE 8: SMALL STOCK FLOOR POSITIONS

The following positions/duties shall be performed by sheep slaughterpersons:

Open Brisket & Remove Heads, Y-Cut, Air Knife Shoulders, Pull Shoulders & Ring Anus, Remove Hind Hocks & Rip Midline, Remove Udders, Punch Flanks, Clear Backs, Bung Open & Strip, Gut & Remove Kidneys and Brisket & Remove Pluck.

All other positions shall be classified as Labouring positions. Slaughterhouse labourers shall do any class of labouring work in or about the Establishment.

CLAUSE 9: CHANGE OF SHIFT

If an employee wishes to change shift for a single day or night (e.g. because of family commitments) the following will apply;

- a. The employee must find another employee to change shifts with.
- b. The other employee must also be able to perform the required tasks.
- c. The Foreperson must be notified of such change no later than the day before.
- d. The employees must complete a change of shift form.
- e. Employees must perform their required tasks on their normal shift before and after the change of shift.
- f. In the event that the positions are not filled, then a doctor's certificate is required and the foreperson must be notified before the start of the shift.

Employees will be paid for the shift and no overtime will be paid (e.g. if an employee by choice does a double shift). Overtime will be paid if it is required as part of the shift.





CLAUSE 10 - NEW FULL-TIME EMPLOYEES OTHER THAN SLAUGHTERPERSONS

New employees other than slaughterpersons shall be employed as Grade 2 Labourers on probation for a maximum period of thirty (30) working days. At the end of this trial period the employee:

- (a) may be terminated;
- (b) may be granted a further extension of time by the supervisor if necessary; or
- (c) may have their grading reviewed and placed on permanent employment at the discretion of the supervisor. The supervisor will determine the classification of labourers.

10.1 All new full-time employees shall be required to undertake a traineeship scheme approved by the relevant NSW training authority or MINTRAC.

CLAUSE 11 - NEW FULL-TIME SLAUGHTERPERSON

Newly employed Slaughterpersons shall be graded as a Grade 2 Slaughterperson on probation for a maximum period of thirty (30) working days. At the end of this trial period the employee:

- (a) may be terminated;
- (b) may be granted a further extension of time by the supervisor if necessary; or
- (c) may have their grading reviewed and placed on permanent employment on the advice of the existing panel.

To be classified as a Grade 1 Slaughterperson a minimum of three (3) tasks must be able to be performed. At least two (2) of those tasks are to be tasks that are classified by the Supervisor as difficult ones.

CLAUSE 12 - CASUAL EMPLOYEES

New Casual employees other than slaughterperson shall be employed as Grade 2 Labourers on probation for a maximum period of thirty (30) working days. At the end of this trial period the employee:

- (a) may be terminated;
- (b) may be granted a further extension of time by the supervisor if necessary; or
- (c) may have their grading reviewed at the discretion of the Supervisor and continue to be employed on a casual basis until a permanent position becomes available.

CLAUSE 13 – LEARNER SLAUGHTERPERSONS

A Learner Slaughterperson that has passed and completed slaughterperson requirements will take up the last position on the night shift unless a position exists on the day shift, which no other slaughterperson in seniority wishes to fill. Learner slaughterpersons shall be classified as a Grade 2 Slaughterperson.

CLAUSE 14 - LEAVE

14.1 The minimum period of Long Service Leave and Annual Leave to be taken at any one time by the employee is five (5) days. Except where the company may send employees on leave in times of low production.

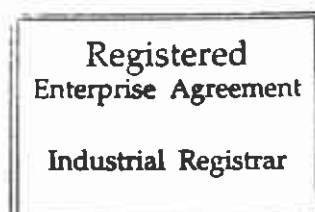
14.1.2 During shortage of stock periods, annual leave, leisure time credits and long service leave may be utilized, throughout all departments, with the goal of maintaining employment whilst achieving a reduced level of production output. The company, following consultation with the Union and its employees, may implement this provision.

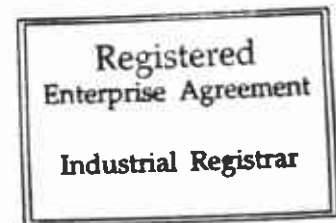
CLAUSE 15 Sick Leave

Employees on sick leave should endeavour to inform their Supervisor as soon as possible and are required to at least advise their Supervisor within two (2) hours of their shift commencing. As far as practicable the employee must advise of the expected time they will return to work. Failure to do so may result in the employee forfeiting payment for that day.

Please contact these phone numbers when you are unable to attend work.

Beef floor	63 725720
Sheep Floor	63 725744
Offal Room	63 725752
Blasts	63 725764
Hashwash	63 725747
By-Products	63 725747
Laundry	63 725747
Grounds	63 725747
Stockyards	63 725724
QA	63 725765
Store	63 725725
Chillers	63 725747
Hides/Skins	63 725747
Casings	63 725747
Plate Freezers	0407 700 713
Night L/Out	63 721979





CLAUSE 16 PUBLIC HOLIDAYS

16.1 Identification

The following days shall be observed as Public Holidays:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and Australasian Meat Industry Employees' Union, New South Wales Branch Day will be observed over the Christmas break.

CLAUSE 17 LEAVE TO ATTEND UNION BUSINESS

17.1 Employees as defined shall be entitled to a maximum of 2 days paid per year to attend Trade Union Training.

17.2 Leave is to be confined to workplace union delegates who have been elected as such and who have held the position for a period of not less than 3 months.

17.3 The Company is to be consulted on the nature and content of the course that is to be attended.

17.4 The granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.

17.5 Leave will be approved where the course to be attended is of such a nature so as to improve the delegate's knowledge of industrial relations or related issues.

CLAUSE 18 WAITING TIME

In respect of delays in starting or interruptions of work exceeding the aggregate of -15 minutes on any day, an employee who is involved in the incentive bonus scheme shall be paid for the time lost due to the delay or interruption at the base rate of pay for ordinary hours and the appropriate rate of pay at all other times.



CLAUSE 19 REMUNERATION

Refer to Appendix 1 for rates of pay.

Where manning levels are not adhered to, the value of the gross wages that would have been earned within the ordinary eight hours by the shortfall of employees will be divided amongst all employees.

There is an expectation that the manning and kill levels in this agreement will be adhered to, however are adjustable by the Supervisor at his discretion depending on the circumstances of that day.

Overtime will be paid if employees are required to work in excess of eight (8) hours based on the gross base rate, the first two hours at time and one half and the balance at double time.

CLAUSE 20 PENALTIES

Billy Goats greater than 14kg and all Rams will count as two (2) animals for the purpose of calculating the incentive bonus. Penalties will be paid at the appropriate incentive bonus and will be paid to all employees.

All other penalties under the Butchers Wholesale (State) Award are not applicable under this agreement.

CLAUSE 21 SHIFT ALLOWANCE

Employee's working on night shift will be paid an afternoon shift allowance of equivalent to the parent award, which is currently \$10.84.

CLAUSE 22 MISCELLANEOUS PROVISIONS

22.1 Quality

22.1.1 In carrying out work under this Agreement employees will, at all times comply with Quality Standards required by the Company to meet the quality specifications required by Customers Contracts. Both parties to this Agreement recognise the vital importance of all employees' strict adherence to the quality requirements.

22.1.2 Under the terms of this Agreement, all employees will carry out their work in a trades-like way, and will apply themselves in a careful, diligent, responsible and safe manner.

22.2 Protective Clothing and Equipment

Employees shall wear and/or use all items of protective clothing and/or equipment supplied by the Company.

22.3 Employee Scheduling Arrangements

The number of employees to be employed in each section of the plant shall be determined by the Company and the slaughter floor levels will be in accordance with those contained in the manning level schedules.

22.4 Regulation of Chains

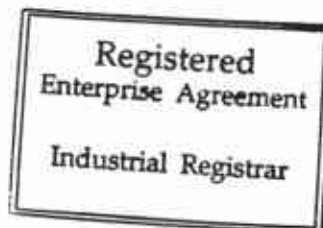
The speed of chains shall be regulated and controlled by the employer so as to provide as near as practicable, an even distribution of the maximum daily production level, including an agreed tolerance, over the ordinary hours of work. The basis for such distribution will be calculated on the maximum head kill for a particular team, extrapolated out to an eight (8) hour day (Actual Work Time), and once established, the chain speed shall apply for any kill level within that team.

22.5 Occupational Health and Safety

22.5.1 It is a fundamental requirement of the Company that its business is conducted safely, and it is a prime responsibility of employees to ensure that their jobs are performed safely and without injury to themselves or to other employees, and without damage to plant and/or machinery.

22.5.2 Employees who have been provided with safety equipment shall wear and use such equipment and all employees shall abide by the safety policies, procedures and regulations determined by the Company.

22.5.3 The Company will provide safe working conditions, define and teach safe working practices, provide information and control measures for hazards in the workplace, and participate in OH&S programs and schemes designed to improve safety performance. The objective is to prevent incidents, which could result in personal injury, occupational illness, or damage to the plant.



22.5.4 Where injury or illness does occur, the Company will provide wherever practicable, the means for an injured or ill employee to remain in, or return to work to promote their early recovery by providing work that:

- will not aggravate the injury or illness
- is gainful/useful to the Company
- is compatible with the tasks of the work group
- is subject to regular review

22.5.5 The Company will also:

- inform all employees of its rehabilitation/early return to work program
- make early contact with and expect early contact from injured or ill employees regarding participation in this program
- acquaint local medical practitioners of this policy, and of the need for early contact with the Company regarding the provision of alternative work.



Signatories

Whereby the parties have signed and had witnessed their signatures in recognition of their express agreement to each and every term contained herein.

SIGNED for and on behalf of Mudgee Regional Abattoir:

[Handwritten Signature]
.....
(Signature)

7th January 2002
.....
(Dated)

In the presence of:

[Handwritten Signature]
.....
(Witness)

SIGNED for and on behalf of the Australasian Meat Industry Employee's Union, New South Wales Branch:

C. Dawzard
.....
(Signature)

9.1.2002
.....
(Dated)

in the presence of:

[Handwritten Signature]
.....
(Witness)



SMALL STOCK EBA - (includes 12 RDOs p.a.)

APPENDIX 1

	1450	1550	1650	1750	1850	1950	2050	2150	2250	2350
Grade 1	12	12	12	13	14	15	16	17	19	20
Grade 2 and Laboureres	14	15	16	16	16	16	16	17	17	18
Total Manning	26	27	28	29	30	31	32	34	36	38

EXAMPLE PAYMENTS AT VARIOUS PRODUCTION LEVELS

Weekly pay rates	EXAMPLE PAYMENTS AT VARIOUS PRODUCTION LEVELS										Weekly Base	Weekly	Incentive >
	687.18	701.43	715.68	729.93	744.18	758.43	772.68	786.93	801.18	815.43	Rate	Allowance	1350
Grade 1	687.18	701.43	715.68	729.93	744.18	758.43	772.68	786.93	801.18	815.43	477.60	2.95	0.0285
Grade 2	641.38	654.63	667.88	681.13	694.38	707.63	720.88	734.13	747.38	760.63	446.30	2.95	0.0265
Labourer	572.05	581.30	590.55	599.80	609.05	618.30	627.55	636.80	646.05	655.30	435.80	2.12	0.0185
Entry Level	530.30	537.05	543.80	550.55	557.30	564.05	570.80	577.55	584.30	591.05	430.30	2.12	0.0135
Casuals	635.76	642.51	649.26	656.01	662.76	669.51	676.26	683.01	689.76	696.51	537.88		0.0135

