

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/165

TITLE: Mudgee Regional Abattoir Small Stock Slaughterfloor Agreement
2002

I.R.C. NO: 2002/110

DATE APPROVED/COMMENCEMENT: 22 April 2002/7 January 2002

TERM: 7 January 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 May 2002

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the Beef 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
BEEF SLAUGHTER 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 Beef 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.

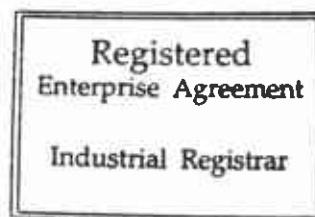
There shall be a review of the implementation of the agreement (i.e. application of incentive schemes and manning levels) at six (6) months.

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.

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: BEEF SLAUGHTER FLOOR POSITIONS

The following positions shall be performed by beef slaughterpersons:

1st Leg, 2nd Leg, Rumper, Flanker, Hide Puller, Tail Bung, Evisceration and Splitting Saw.

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 - 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 labourers - classifications.

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

CLAUSE 10 - NEW FULL-TIME SLAUGHTERPERSONS

Newly employed Slaughterpersons shall be graded as Grade 2 Slaughterpersons 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.

CLAUSE 11 - CASUAL EMPLOYEES

New Casual 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 at the discretion of the Supervisor and continue to be employed on a casual basis until a permanent position becomes available

CLAUSE 12 – LEARNER SLAUGHTERPERSONS

A learner slaughterperson shall be classified as a Grade 2 slaughterperson. To be classified as a Grade 1 Slaughterperson a minimum of three (3) tasks must be able to be performed.

CLAUSE 13 LEAVE

13.1 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.

13.1.2 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 14 SICK LEAVE

Employees on sick leave should endeavour to inform their Supervisor as soon as possible and are required to 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 15 PUBLIC HOLIDAYS

15.1 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 16: LEAVE TO ATTEND UNION BUSINESS

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

16.2 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.

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

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

Registered
Enterprise Agreement
Industrial Registrar

16.5 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: 17 OVERTIME

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.

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.

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.

The latest stick time will be 4.30pm.

CLAUSE: 18 CLEAN UP PERIOD

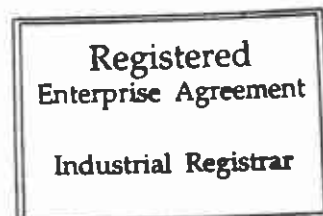
Dry clean up (sweeping and emptying tubs) will be required, all labourers and second grade slaughterpersons are responsible for their individual work areas.

CLAUSE: 19 MEAL BREAKS

The following breaks will be observed:

- Work from 6.30 to 8.30
- Work from 8.40 to 10.00
- Work from 10.20 to 12.15
- Work from 12.45 to 2.00
- Work from 2.10 to 3.00

Or as determined by the Supervisor



CLAUSE 20 PENALTIES

All Bulls, Suspect Cattle, Abcess affected and Lot Fed cattle determined by the Supervisor and a nominated slaughterperson and will be paid at the value of a penalty as per the parent award and shared amongst the slaughtermen. All other penalties under the Butchers Wholesale (State) Award are not applicable under this agreement.

No bulls greater than one (1) tonne are to be processed under this agreement unless by prior arrangement between employees and management.

CLAUSE 21 MISCELLANEOUS PROVISIONS

21.1 Quality

21.1.1 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.

21.1.2 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.

21.2 Protective Clothing and Equipment

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

21.3 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.

21.4 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.

21.5 Occupational Health and Safety

21.5.1 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.

21.5.2 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.

21.5.3 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.

21.5.4 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

21.5.5 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:

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

9.1.2002
.....
(Dated)

in the presence of:

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



BEEF EBA - Perm/casual mix (includes 12 RDOs p.a.)

APPENDIX 1

	CATTLE NUMBERS PROCESSED (PER DAY)										
	200	250	300	350	400	450	500	550	600		
Grade 1	8	8	9	11	11	12	15	17	17	17	Perm
Grade 2	11	13	12	10	10	9	6	4	4	4	Perm
Labourers	-	-	4	7	10	10	10	10	10	10	Perm
Casual Labourers ⁽²⁾	-	-	-	-	1	4	10	14	14	16	Casual
Total Manning	19	21	25	28	32	35	41	45	45	47	

Weekly gross pay rates	EXAMPLE PAYMENTS AT VARIOUS PRODUCTION LEVELS										Daily Production Bonus	
	723.00	723.00	723.00	723.00	723.00	723.00	723.00	723.00	723.00	723.00		Weekly Base Rate
Grade 1	723.00	723.00	723.00	723.00	723.00	723.00	723.00	723.00	723.00	723.00	477.60	49.08
Grade 2	633.00	633.00	633.00	633.00	633.00	633.00	633.00	633.00	633.00	633.00	446.30	37.34
Labourer	610.00	610.00	610.00	610.00	610.00	610.00	610.00	610.00	610.00	610.00	435.80	34.84
Entry Level	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	550.00	430.30	23.94
Casual Labourers	657.58	657.58	657.58	657.58	657.58	657.58	657.58	657.58	657.58	657.58	537.88	23.94

(1) Note: Permanent crew will be set at 35.
 The rest of the staff are made up of casuals. On the lower number days MIRA drop off permanents on RDOs, A/L or LSL. Once numbers become consistently larger, then we consider placing more staff on a permanent basis.

