

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/58

TITLE: Cowra Abattoir Mutton Slaughterfloor Enterprise Agreement 2002

I.R.C. NO: IRC2/6356

DATE APPROVED/COMMENCEMENT: 5 December 2002

TERM: 5 December 2005

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/299

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to muttonfloor slaughterman, labourers, chillerhands, offal room and stockperson employed by Cowra Abattoir Limited who fall within the coverage of the Butchers' Wholesale (State) Award

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



COWRA ABATTOIR MUTTON

SLAUGHTERFLOOR

ENTERPRISE AGREEMENT

2002

Registered
Enterprise Agreement
Industrial Registrar

Cowra Abattoir Mutton Slaughterfloor Enterprise Agreement 2002

SECTION 1 – TITLES & PARTIES BOUND

- 1.1. This Agreement shall be referred to as the Cowra Abattoir Mutton Slaughterfloor Enterprise Agreement 2002.
- 1.2. The parties upon whom this Agreement is binding are:
 - 1.2.1 Cowra Abattoir Limited. The Company
 - 1.2.2 Mutton Floor Slaughterman, Labourers, Chillerhands, Offal Room and Stockperson.
 - 1.2.3 AMIEU New South Wales Branch
- 1.3. The Agreement shall be applied at the Company's domestic food processing site located at Young Road, Cowra, New South Wales, 2974.

SECTION 2 – DURATION

- 2.1. This Agreement shall have a nominal period of 3 years commencing from the date of ratification by the Industrial Commission of New South Wales.

SECTION 3 – RELATIONSHIP WITH AWARD

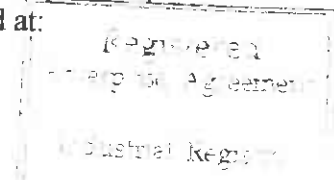
- 3.1. It is the intention of the parties for this Agreement to operate in conjunction with the Butchers Wholesale (State) Award. Where as any provision of this Agreement is inconsistent with the provisions of the Award, then the provisions of this Agreement shall take precedence.
- 3.2. This Agreement shall be exempt from the following clauses of the Butchers Wholesale (State) Award:

Clause 14 – Work to be Performed by Slaughterpersons, Clause 18 – Over Rate for Slaughterpersons and Adult Follow-on Labour, Clause 20 – Penalties, Clause 22 – Production Loading, Clause 26 – Tally Slaughtering, with the exception of sub clause (v) Clause 28 – Waiting Time Slaughter floor, sub clause (i).

SECTION 4 – HOURS OF WORK

- 4.1. A standard day of 420 working minutes shall be worked Monday to Friday commencing sticking at 6.45am.
- 4.2. Between 1st of December and the 1st of March each year the sticking time may be bought forward by 30 minutes. If this is required 1 weeks notice will be given and once it has commenced notice will be given by Thursday of each week on whether it will continue for the following week
- 4.3. In case of time lost due to mechanical break down and waiting time is paid as per section 28 of the Butchers Wholesale State Award the time lost shall be paid at:

Slaughterman	\$16.3947 per hour
High Rate Labourer	\$13.3816 per hour
Low Rate Labourer	\$12.8585 per hour
- 4.4. The Company reserves the right to extend the working day to 450 working minutes if the stock numbers are such that it requires this time to be worked to achieve the daily kills. If this extension is necessary, the clean up shall be paid as overtime.



- 4.4.1 It is the intent of the clause 4.3 to be used in the case of short weeks ie: Easter, or by negotiation in the event of extreme circumstances.
- 4.5 If due to a mechanical breakdown the kill is not completed on any day, the working time will be extended by up to 30 minutes to 450 minutes. Units processed in the extra time will be paid at the following rates

Slaughter person	.0614
High Rate Labourer	.0508
Low Rate Labourer	.03909

SECTION 5 – MEAL BREAKS

- 5.1 The following breaks shall be taken each ordinary working day:

A 20 minute paid and 10 minute unpaid meal break shall be taken at 9.30 am. No employee will be required to work in excess of 5 ordinary hours before taking a meal break. The unpaid 10 minutes will be made up at end of kill.

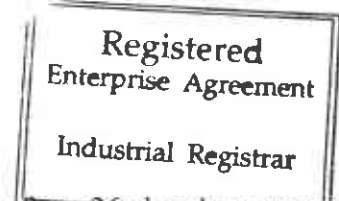
- 5.2 The employees shall also be entitled to 3 five minute unpaid breaks during the shift.

SECTION 6 – OVERTIME

- 6.1 As per Butchers' Wholesale (State) Award. The structure of the working of overtime to be negotiated.

SECTION 7 – WAGES

- 7.1 The following unit rates shall be paid on a per man per unit basis for a 26 slaughterperson team, the low rate labourers are required to do eight hours per day at these rates if required by the company.



Slaughterperson	Over 4000 units	\$0.07760
	Between 3500 and 4000 units	\$0.05284
	Between 3001 and 3500 units	\$0.05084
	Under 3000 units	\$0.04984
High Rate Labourer	Over 4000 units	\$0.06420
	Between 3500 and 4000 units	\$0.04368
	Between 3001 and 3500 units	\$0.04168
	Under 3000 units	\$0.04068
Low Rate Labourer	Over 4000 units	\$0.03909
	Between 3500 and 4000 units	\$0.03909
	Between 3001 and 3500 units	\$0.03909
	Under 3000 units	\$0.03909

7.2 The runner room rates are :

7.3

2 man team \$0.044 per person per runner

3 man team \$0.054 per person per runner

The minimum number of runners paid will be 2313 per day

7.3 The following unit rates shall be paid on a per man per unit basis for a 20 slaughterperson team:

Slaughterperson - \$0.06080

High Rate Labourers - \$0.04961

Low Rate Labourers - \$0.04770

7.4 The unit rates contained in this clause are inclusive of all allowances, penalties, over payments and production loading.

7.5 All stock shall be dressed and finished off to the satisfaction of the employer.

7.6 Employees shall, during the working hours mentioned in this award, so far as they can do so working at a reasonable rate, kill and dress such number of animals in excess of the minimum as the employer may require.

SECTION 8 – MANNING LEVELS

8.1 The number of slaughtering tasks and labouring tasks required shall be as specified in the attached tables.

8.2 Labouring positions will be determined by the Company based on the tasks that are needed to meet customer and hygiene requirements. If tasks cease to be performed the labour will reduce accordingly. At present, the manning will be as listed in the attached tables

8.3 New technology introduced to the mutton slaughterfloor by the Company, which may affect the existing system, will be negotiated in accordance with clause 8, 'New Technology' of the Butchers' Wholesale (State) Award.

SECTION 9 – DAILY KILL FIGURES

9.1 A daily kill sheet shall be provided at the commencement of each day.

9.2 Any alteration to the daily kill sheets shall be notified by 9.30am

SECTION 10 – CLEAN UP

10.1 The daily clean up is to be performed as part of the labourer's normal duties at the completion of sticking and is part of the basic unit rate.

10.2 If the extended kill option is used the clean up shall be paid as overtime using the following hourly rates

High Rate Labourer 13.3816

Low Rate Labourer 12.8586



SECTION 11 - GUARANTEE OF UNITS

- 11.1 The Company guarantees payment for a minimum of 2,500 units on a daily basis for the 26 Slaughterperson team.
- 11.2 The Company guarantees payment for a minimum of 2,050 units on a daily basis for the 20 Slaughterpersons team.
- 11.3 During the trial period the Company guarantees 2400 units.
- 11.4 The maximum speed of the chain and maximum tally to be performed with the 20-man team, to be negotiated at the end of the trial

<p style="text-align: center;">Registered Enterprise Agreement Industrial Registrar</p>
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SECTION 12 – GRIEVANCE AND DISPUTE PROCEDURES

- 12.1 Grievance Procedure for Individual Employees – This procedure is to be used for the settlement of grievances of individual employees:

- Step 1 Any grievance shall be brought immediately to the attention of the foreperson on duty in that designated work area in an endeavour to settle such matter. An employee may approach the foreperson directly or, if he/she so chooses, can elect to allow his/her job delegate to represent him/her.
- Step 2 If the grievance in concern remains unresolved after such preliminary discussion, the matter shall then be referred to the next senior supervisory employee in charge at the earliest convenient occasion which shall be no later than the day of its notification.
- Step 3 If the grievance is not resolved after following the procedures laid down in Steps 1 and 2, the matter will be referred orally or, where practicable, in writing to the Abattoir Manager or to his/her nominees who will confer with the foreperson in charge on the same day, if they are available, in an endeavour to settle the dispute.
- Step 4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- Step 5 While this grievance procedure is being followed, normal work must continue. The employee may be represented by an industrial organisation of employees.

- 12.2 Disputes Procedure (between employers and the employees):

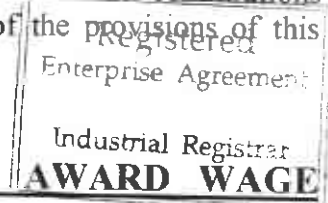
- Step 1 Any question, dispute or difficulty (hereinafter called "the dispute") shall be brought immediately to the attention of the foreperson on duty in that designated work area in an endeavour to settle such matter. An employee may approach the foreperson directly or, if he/she so chooses, can elect to allow his/her job delegate to represent him/her.
- Step 2 If the dispute in concern remains unresolved after such preliminary discussion, the matter shall then be referred to the next senior supervisory employee in charge at the earliest convenient occasion, which shall be no later than the day of its notification.

- Step 3 The company may call the Disputes Committee to a meeting if it becomes aware of any pending industrial problem.
- Step 4 The Disputes Committee consists of a number of representatives agreed upon. The names of delegates are to be advised in writing to Management when there is a change of delegates.
- Step 5 If the dispute is not resolved after following the procedures laid down in Steps 1 and 2, the matter will be referred orally or, where practicable, in writing to the Abattoir Manager or to his/her nominees who will confer with the job officials and the foreperson in charge on the same day, if they are available, in an endeavour to settle the dispute.
- Step 6 If the dispute remains unresolved or if the Abattoir Manager or his/her nominee does not agree or accede to the AMIEU request, job delegates or the Abattoir Manager shall refer it to the Secretary of the New South Wales Branch of the AMIEU and if he/she is unable to resolve the dispute it shall be notified under section 130 of the Industrial Relations Act 1996 for determination.
- Step 7 In respect to this disputes procedure, from the moment the dispute is notified to Management in accordance with Step 5, a ten-day cooling-off period shall apply and it is the intention of the parties that every effort shall be made to resolve the dispute in this period. During the course of this cooling-off period the status quo will apply and normal work will continue. No stoppages of work, ban or limitation shall take place. An extension of the cooling-off period beyond ten days shall be by agreement or as may be ordered.
- Step 8 The employees and the Abattoir Management agree to abide by the terms and conditions of this award, and all time lost for union meetings called by employees concerning "on-site problems" shall be made up.
- Step 9 In the event of any alleged serious safety or unsafe working condition additional to normal and accepted work practices at the abattoir, the Management shall immediately investigate any such allegation in consultation with the chairperson of the Safety Committee and any other official of the A.M.I.E.U. competent to confer on any alleged safety issue.
- Step 10 If any employee is dismissed and the Disputes Committee do not agree with the dismissal, the employee will be suspended until the matter is determined by the Industrial Relations Commission of New South Wales. No stoppage of work, bans or limitations will take place while the matter is referred to the Industrial Relations Commission of New South Wales.

12.3 An employer may apply to the Commission for the forfeiture of the employee's entitlement to accrued leisure leave and his/her entitlement to superannuation contributions for a period of four weeks for his/her non-compliance with any of the provisions of this clause.

SECTION 13 - BUTCHERS WHOLESALE (STATE) AWARD WAGE REVIEW

- 13.1 The minimum base rate is to be varied to include any Butchers Wholesale (state) Award wage case decision.
- 13.2 The weekly base rate for the classifications set out in 7.1 and 7.2 of this Agreement shall be as follows:
- 2,500 units x classification rate x 5 = weekly rate for the 26 Slaughterperson team.
- 2,050 units x classification rate x 5 = weekly rate for the 20 Slaughterperson team.



SECTION 14 – COMMITMENT TO TRAINING

- 14.1 This agreement recognises and acknowledges the need for the ongoing development of employees throughout the various stages of their career in the industry.
- 14.2 These learners, if competent, may be used from time to time in slaughtering positions if required to man the chain fully. At this time the learner will be paid the rate of the position they are filling.

SECTION 15 – ROSTERED DAY OFF

- 15.1 RDO's are to be accumulated as per Butchers Wholesale (State) Award

SECTION 16 – EXPANSION OF AGREEMENT

- 16.1 It is the intention of Cowra Abattoir and the AMIEU to enter into negotiations with other departments on the site that wish to be included in this agreement. These departments will be added to this enterprise agreement when the terms and conditions are agreed upon.

SECTION 17 - SIGNATURES





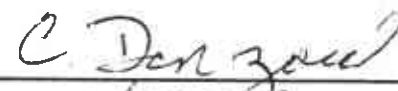
 COWRA ABATTOIR LIMITED



 AMIEU - COWRA BRANCH

6 - 11 - 2002
 DATE

6 - 11 - 2002
 DATE

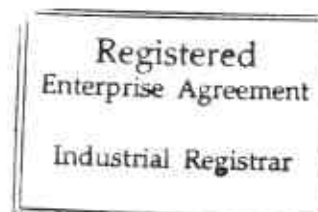


 AMIEU (N.S.W BRANCH) SECRETARY

11 - 11 - 2002
 DATE

Labourers			
Units per day	Up to 3000	Over3000	Reduced Team
Stunning	1	1	1
Shackling	1	1	1
Junior to Hang up Fore Legs	1	1	
Tie Weasand Rod Change Over	1	1	1
Head Skinner	1	1	1
Hind Leg Hock Cutter	1		
Trim After Hide Puller	1	1	1
Change Over	1	1	1
Stamping	2	2	2
Peel Kidneys	1	1	1
Rectum	1	1	1
Open up, Free Rectum	1	1	1
Offal	2	2	2
Pull Fats	1	1	1
Lamb Roller	1	1	1
Remove Head and Tongue	1	1	1
Neck Trim	1	1	1
Vac San	1	1	1
Bands	1	1	
Probe	1	1	1
Floor	1	1	1
Hooks	1	1	1
Total	24	23	21
Chillers	4	4	3
Computer	1	1	1
Total	5		5
Grand Total	54	54	46

If heads not saved person on head skinner and heads and tongues not required
 20 units per day will be done at no charge for extra man on gut block.



Mannings Task Combinations Cowra Inverted System 2002

Units per day Slaughtermen	Up to 3000	Over 3000	Reduced Team
Sticking	1	1	1
Strip Brisket	1	1	1
Y cut	3	3	2
Cheek	2	2	2
Air Knife Shoulders	2	2	2
Air Knife Brisket	1	1	
Free Weasand	1	1	1
Pull Shoulders & Drop Socks	2	2	1
Split skins	1	1	1
Pelting	6	6	3
Remove Hind legs		1	1
Clear Udder	1	1	1
Gut	2	2	1
Brisket Scissors	1	1	1
Plucks	1	1	1
Total	25	26	19
Max Kill in 420 Min	4200	4200	2940

If heads not saved Cheek men to cut heads off.

On reduced team shoulder and brisket air knives are combined

