

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/255

TITLE: **Wingham Beef Exports Enterprise Agreement 2005**

I.R.C. NO: IRC5/3115

DATE APPROVED/COMMENCEMENT: 4 July 2005 / 26 April 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA98/294.

GAZETTAL REFERENCE: 7 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Wingham Beef Exports Pty Limited, located at Gloucester Road, Wingham, in the state of New South Wales, who are engaged at the Company's beef processing plant, who fall within the coverage of the Butchers' Wholesale (Newcastle and Northern) Award.

PARTIES: Wingham Beef Exports Pty Ltd -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch

WINGHAM BEEF EXPORTS ENTERPRISE AGREEMENT 2005

1. Title

This agreement shall be referred to as the Wingham Beef Exports Enterprise Agreement 2005.

2. Index

Clause No.	Subject Matter
1.	Title
2.	Index
3.	Parties to Agreement
4.	Parties Bound
5.	Duration of Agreement
6.	Parent Award
7.	No Duress
8.	No Extra Claims
9.	Superannuation
10.	Employment Categories
10.1	Casual Employment
10.2	Juniors
10.3	New Employees
11.	Classification Structure and Allowances
11.1.	Slaughter Floor & Associated Areas
11.2.	Boning Room, Loadout & Associated Areas
12.	Rates of Pay and Production Guarantees
12.1.	Boning Room
12.2.	Slaughter Floor
12.3.	General
12.4.	Average Rate of Pay
13.	Shortages of Stock
14.	Fork Lift Drivers - Cold Temperatures
15.	Hours of Work
16.	Shift Work
16.1	Slaughter Floor
16.2	Boning Room
16.3	Loadout
16.4	Cleaners
17.	Overtime
17.1	Week Day Production Overtime
17.2	Week Day Non Production Overtime
17.3	Saturday Production Overtime
17.4	Weekend Non Production Overtime
17.5	General
17.6	Time Off in Lieu of Overtime
18.	Sick Leave
19.	Payment of Wages
20.	Union Recognition
21.	Single Bargaining Unit
22.	Trade Union Training Leave
23.	Study Leave
24.	Training
24.4	Workplace Trainer Allowance
25.	Disputes Procedures
26.	Occupational Health and Safety

Appendix 1

Appendix 2

Signatories

3. Parties to Agreement

The parties to this agreement are:

- a) Wingham Beef Exports Pty Limited A.C.N 002 954 789 (hereinafter the Company)
- b) The Australasian Meat Industry Employees Union, Newcastle and Northern Branch (hereinafter the Union).

4. Parties Bound

- a) This agreement shall be binding on the employees who are engaged at the Company's beef processing plant, as located at Gloucester Road, Wingham, in the state of New South Wales.
- b) The agreement shall apply in respect of those employees who perform any work that falls within any of the classifications contained in this agreement and parent award.
- c) "Employer" means any company or business engaging persons under any contract of service within the bounds of the Company's beef processing plant, as located at Gloucester Road, Wingham, in the state of New South Wales.

5. Duration of Agreement

- a) This agreement shall operate from the first pay period after a vote of approval by employees and will be lodged in the New South Wales Industrial Relations Commission as per the New South Wales Industrial Relations Act.
- b) This agreement shall have a nominal term of 3 years from the date of acceptance.
- c) This agreement shall regulate the terms and conditions of employment including all site agreements and matters relating to custom and practice. The terms of this agreement shall be read in conjunction with the Butchers Wholesale (Newcastle and Northern) Award. Where this agreement is silent the provision of the Butchers Wholesale (Newcastle and Northern) Award shall apply.
- d) The consultative committee represented by all parties will remain active for the duration of this agreement and the parties will commence negotiations in good faith and without prejudice no later than 3 months prior to the expiry date to this agreement for the renewal and / or replacement agreement. If a replacement agreement is not negotiated prior to the expiry date a general meeting with members will take place to explain why.
- e) Should legislation be enacted after the lodging of this Enterprise Agreement that alters the effects of the terms and conditions of the parent award, Butchers Wholesale (Newcastle and Northern) Award the parties agree that the parent award provisions as at the commencement date of this Enterprise Agreement will be deemed to be part of this agreement. With this securing of award provisions both parties will honour and adhere to the Disputes Procedure contained in Clause 25 for all industrial matters.

6. Parent Award

This Agreement is to be read and applied in conjunction with the Butcher's Wholesale (Newcastle and Northern) Award 2005, as varied from time to time.

Wherever the terms of this Agreement are inconsistent with the terms of the Award, the terms of this Agreement are to be applied.

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 effect of the Agreement.

8. No Extra Claims

It is a term of this Agreement that the Union and employees bound by this Agreement, will not make claims, pursue or take industrial action in support of any extra claims, Award or over Award, for the life of this Agreement.

It is agreed that the Wages and conditions contracted in this Agreement shall not be varied in respect of increases to the Award because of State Wage Cases or any other variation to the Award.

9. Superannuation

The Company shall comply with the terms of the *Superannuation Guarantee Administration Act 1992* and the *Superannuation Guarantee Change Act 1992* as amended from time to time."

Contributions will be made to the Australian Retirement Fund and or MIESF payable monthly.

10. Employment Categories

Employment categories will be the same as in the Award except as provided in this agreement.

10.1 Casual Employment

Casual employees employed for a day of 8 ordinary hours shall be paid one-fifth of the weekly rate for 40 ordinary hours prescribed for the relevant classification plus 20.0% per day or part thereof. Said percentage compensates for the non-accrual of sick leave and annual leave and payment for public holidays not worked. Rostered Day Off (RDO) accruals are as per the Agreement are applied.

Provided that casual employees may be employed for a minimum of 4 hours on a plant by plant basis where there are agreed tasks between the employer and the Union and paid at the appropriate hourly rate for each hour worked.

10.2 Juniors

10.2.1

			Rates
A6	At 15 years	36%	Refer to Appendix 1 Rates of pay
	At 16 years	48%	
	At 17 years	60%	
	At 18 years	74%	
	At 19 years	87%	
A5	At 15 years	36%	Refer to Appendix 1 Rates of pay
	At 16 years	48%	
	At 17 years	60%	
	At 18 years	74%	
	At 19 years	87%	

10.2.2

All juniors irrespective of the work location shall be paid in accordance with the above except when performing duties that are paid at the G1, A1, A2, A3, A4, A5, & G2 rates and when performing these duties shall be paid the full adult rate.

10.2.3

The A5 and G2 duties that are identified with a # symbol are those that may be performed by junior employees at the junior rates of pay [G2, G3, A6 or A5 duties as appropriate].

Refer to Clause 11.1 & 11.2

10.3 New Employees

All new employees will be employed under A6 or G3 classifications unless satisfying the industry experience criteria and/or holding Certificate II in Meat Processing or a higher level. New employees will be probationary for a period of 30 days actually worked with fortnightly review of their competency by the Plant Manager and Union Delegate. The 30 days actually worked probationary period may be extended by 30 days following consultation and agreement by both parties. When competency is confirmed, payment will be as per the classification structure.

Employees employed on or after 16 September 2002, do not receive shift allowance payment.

11. Classification Structure and Allowances

11.1 Slaughter Floor & Associated Areas

Grade: Slaughterperson - "A 1"

Sticker	Flanker
1st Leg (Udder/Penis removal)	Hide Puller Driver
1st Leg Skinning (2nd Task)	Hide Puller Passenger
1st Leg Air Knife	Tail Bung
2nd Legger/skinning	Front Out
2nd Leg Air Knife	Hocks & Tendons
Rumper	Carcase Splitting Saw
Brisket Saw	

For the duration of this Agreement the Company shall classify 18 individuals to the position of Slaughterperson.

Grade: "A 2"

Knocker/Stunning
Foreleg/Horn Removal
Hindquarter Wizard Knives
Retain Rail Trim
Foetal Blood
Cheeks & Tongue removal (If one person only, if two people both paid A3)

Grade: "A 3"

Shackling/Hoist
Drop Tongues
Dentition/Body No./Head Removal/Hang Heads
Bone Heads
Remove Cheeks
Trim Tongues
Evisceration Trim Table (Livers/Hearts/Lungs/Trachea)
Evisceration Trim Table (Weasand, Tails, Kidneys)
Forequarter Wizard Knives (If one person only is paid as A2. If two people, both paid as A3)

Forequarter Trim
Carcase Scales & Grading
Paunch/Runner/Foetal calf Removal (when working alone)

Grade: "A 4"

Rodding (Weasand freeing)
Spinal Cord Removal
Head Trim Wash
FQ/Tendon/AQIS Trim
Trim on Viscera (Tripe)
Drop Mountain Chain
By Prod Cooker Operator
Offal Room Scales
Hides Processing/Forklift (Plus forklift allowance)
Plugging/Secondary knock
Open Paunch
Slink Skin Recovery
By Products

Grade: "A 5"

Hasher Washer
HQ Rump Loin Trim
*P8 Measurement
QA. Monitor HQ/FQ
Chiller Beef Pusher
*MK Neck Trim
Cleaners
FQ Neck Inspect
Save-all Attendant
Bible Trim & Cleaning
Stock Receiver
Aorta/Trachea
Large Intestine Machine
Skirt Membrane, Thick Skirt
Muzzle Trim

All Other (except Grade 6 employees)

Plastic Tail Brush
Head Trim (Non Halal)
Peel Skirts
Back Trim
Intestine Room Small Machine
Intestine Pack/Trim
Large Intestine Wash
Tail Tag & Hide ID
Muddy Cattle

Cryvac Operators
Intestine Table
1st Leg Transfer
2nd Leg Transfer & Trim
Hide Processing
Thin Skirt
Cattle Race
*Hind Quarter Trim (Hygiene)
Tripe Preparation
Mountain Chain Trim
Stock Yards
Roller Room
Pancreas Glands
Urine Samples, Apron Wash, Hygiene

#Yards (Site Maintenance)
Head Wash
E.U. Wand
Tickets
Floor Person
Mountain Chain Pack
E.U. Palpation
Tripe Packer
Offal Packer

NOTE:

Duties designated with the symbol *receive the "Skills Allowance". Refer to Appendix 2.

Duties designated with the symbol # are those that may be performed by junior employees. Refer to Clause 10.2.3

Grade: "A 6"

Unskilled new employees (refer Clause 10.3) in all departments Duties as per Grades A5 & G2

11.2 Boning Room, Loadout & Associated Areas.

Grade: Boner

There shall be a minimum of 30 permanent Boners on the combined shifts for the duration of this Agreement.

Grade: Slicer

There shall be a minimum of 32 permanent Slicers on the combined shifts for the duration of this Agreement.

NOTE:

Slicers will be relocated from HQ end to FQ end when bulls are being processed to ensure a more even distribution of work.

Grade: G 1

Pre Trimmer	Sastek/Cedar Creek Scale Operator
Sawyer/Chillers Quartering (for majority of day)	+ Chiller Assessor/Grader
In take Scales.	Carton Room Controller
One (1) only Cryovac Machine Operator (control)	Criteria
CL Tester	Bone Recovery
Loadout Forklift Drivers (working in cold temps.)	Bone Separator Knife (Clippers G2)

NOTE:

Duties designated with the symbol + receive the "Chiller Assessor/Grader". Refer to Appendix 2.

Grade: G 2

Loadout Labourers	Body Gassing
Double Inspection	Strapper Operator
Compactor	Hogger Operator
Macca's Room	Lidder
Cryovac Machine	Cryovac Packers
Manufacture Packers	Baggers
All others (excluding Grade 3 employees)	
# Intercostals packers	# IW Packer
# Rib Plates/Skirts	# Primal Aligner
# Pads	# Product Trim Checker
# Floor Cleaning	# Trim Sort
# Primal Aligner/Tender	# Leg Bones Packers

NOTE:

Duties designated with the symbol # are those that may be performed by junior employees. Refer to Clause 10.2.3

Grade: G 3

Unskilled new employees [refer Clause 10.3] in all departments Duties as per Grades A5 & G2

12. Rates of Pay and Production Guarantees

The attached Appendix 1 sets out the rates of pay for ordinary hours of work applicable for classifications under this Agreement and the dates of operation of the increased rates.

12.1 Boning Room

12.1.1 Production Guarantee

- 12.1.1.1 The Company will provide 97 tally units per Boner or Slicer per 8 hour shift worked, based on the attached Tally Table in Appendix 2 of this Agreement. This guarantee eliminates all waiting time penalties for all shifts and also eliminates shift allowances.
- 12.1.1.2 The ratio of Slicers to Boners is generally 1:1. Variations in the numbers will occur based on the type of cattle being sliced. For example, two (2) additional Slicers are required when slicing Jap cattle for Full Set production. Other variation in the number of Slicers will result from EU, Taiwanese shin, rostbiff, ats & eyes, heavily denuded cuts, excessive fat, seven (7) rib steer, etc.
- 12.1.1.3 Should a mechanical breakdown occur which limits the units processed during overtime to less than 12.125 units per hour (pro rata for part there of) then 14.5 units will be paid per overtime hour. (Pro rata for part there of)

12.1.2 Boning Cut-outs

At the commencement of each shift, it is the intent to staff the boning chain to maximize the production requirement without the need for cut-out Boners. If there is insufficient Boners available to achieve the required production, cut-out Boners shall be permitted.

When designating the number of cut-out Boners, the team's capability, numbers and weight of cattle and the ability to maintain proper production flow shall be assessed. The intent of the cut-out provision is to maximize production while maintaining the unit cost. i.e.; without flow on costs.

12.1.2.1 19 Boners or more available

The equivalent of two (2) Boners may be designated for either shift.

12.1.2.2 18 Boners or less available

The equivalent of two (2) Boners may be designated for either shift when boning manufacturing cow or manufacturing steer or their equivalent. All other grades of cattle, the equivalent of one (1) Boner may be designated for either shift.

12.2 Slaughter Floor

- 12.2.1 A larger slaughtering team maybe agreed by the Consultative Committee, the Secretary of the Union, and the Company
- 12.2.2 Any permanent Slaughterperson who performs alternative tasks on any given day (or in any week), due to a reduction in the size of the slaughtering team, shall be paid the same amount as a Slaughterperson who continues to work as such on that day (or in that week).
- 12.2.3 Production Guarantee

The Company will provide 35 tally units per Slaughterperson per day worked based on one Tally Unit per head of cattle. (e.g. 18 Slaughterperson team by 35 Tally Units per Slaughterperson equates to a kill of 630 head per day). This guarantee eliminates all waiting time and penalties excluding penalties for bulls. (See Appendix 2 for details.)
- 12.2.4 The normal starting time for the slaughter floor will be 6.00am Monday to Friday, any changes to this starting time will be by consultation with the shed delegate and the Secretary of the Union will be notified.

12.2.5 Employees classified as No.1 labourers prior to 22 May 1998 are not required to clean up at end of shift.

12.2.6 Should a mechanical breakdown occur which limits the units processed during overtime to less than 4.375 units per hour (pro rata for part there of) then 4.92 units will be paid per overtime hour. (Pro rata for part there of)

12.3 General

12.3.1 Annual Leave

Annual Leave will be paid in accordance with the Annual Holidays Act 1944.

Tally Workers', (Slaughterpersons, No. 1's, Boners and Slicers) payments will be based on the average rate of pay. (Refer Sub Clause 12.4 below)

Fixed hourly rate employees' payments will be as set out in the ordinary rates of pay, Appendix 1, for their designated grade in the Classification Structure. (Refer to Clause 11)

12.3.2 Sick Leave

Sick Leave taken will be paid at the Award Rate of pay at the time taken.

Sick Leave used for non-worked days as a result of Shortage of Stock shall be paid at the average EBA rate of pay. (Refer Sub Clause 12.4 below)

12.3.3 Rostered Days Off (RDO)

All employees' payments will be based on the average EBA rate of pay. (Refer Sub Clause 12.4 below)

12.3.4 Long Service Leave

Long Service Leave will be paid in accordance with the Long Service Leave Act.

Tally Workers', (Slaughterpersons, No. 1's, Boners and Slicers) payments will be based on the average EBA rate of pay. (Refer Sub Clause 12.4 below)

Fixed hourly rate employees' payments will be as set out in the ordinary rates of pay, Appendix 1, for their designated grade in the Classification Structure. [Refer to Clause 11]

12.3.5 Holidays

Holidays will be paid in accordance with the Clause 41 of the parent Award but paid at the Average EBA Rate of Pay. (Refer Sub Clause 12.4 below)

12.3.6 Other Leave

All other leave such as, but not restricted to, Compassionate Leave and Carer's Leave, when payment is appropriate, shall be paid at the Award rate of pay.

12.4 Average Rate of Pay

The "Average Rate of Pay" shall be calculated annually and will be based on the average earnings for Ordinary Hours during the preceding Financial Year or part there of if full time employment commenced during that period. It will not include allowances or other payments that are not appropriate when an employee is not at work. For example, Forklift, First Aid, etc. Tally workers' Average Rate of

Pay shall include Tally units processed during ordinary hours including Cut-Out units and No. 1 units as appropriate but will exclude any units processed outside of ordinary hours. That is; overtime. [Night Units, etc] It will include all ordinary hours, paid or unpaid, for the period but excludes overtime hours and payments.

The calculated Average Rate of Pay will be effective from the first pay period commencing on or after the first day of August of the new Financial Year.

13. Shortages of Stock

- 13.1 The Company will advise the Senior Site Delegate and notify the Union Secretary one (1) week prior to the Shortage of Stock provisions being implemented. The Core Consultative Committee shall meet and agree on the best method of allowing the plant to operate for the benefit of all.
- 13.2 The Senior Site Delegate will be advised wherever possible 24 hours in advance of any day or days when there will not be a kill due to the shortage of stock. Notices will be placed on notice boards and in the Boning Room and the Slaughter Floor.
- 13.3 Employees who will be required to work to maintain load out, rendering or other commitments will be advised of their requirement to work.
- 13.4 Work will resume after these days in the normal manner at the normal start time.
- 13.5 During each calendar year the first 6 RDO's shall be accrued for use during periods of slack production. By agreement between an employee and the Company any untaken RDO's accumulated for shortage of stock may be paid out each year.
- 13.6 During slack periods of production, annual leave and RDO's 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 members may implement this provision.
- 13.7 Failing agreement on Shortage of Stock clauses 13.1, 13.5 and 13.6 above, conditions of clause 11 shortages of Stock of the Award will apply.

14. Fork Lift Drivers - Cold Temperatures

- 14.1 Forklift drivers required to work in cold areas will be paid as per the Company classification structure the "G1" rate. This rate is to the exclusion of forklift and cold allowances. All other employees will be paid "G2".
- 14.2 Forklift drivers required to drive a forklift for their full shift shall be paid the Forklift Allowance as per Appendix 2. This payment excludes forklift drivers receiving the G1 rate or as itemized in the Slaughter Floor Classification structure. (Clause 11.1)

15. Hours of Work

- 15.1 Employees shall work 8 hours per day ordinary time Monday to Friday, which may require additional time to be worked to make up for unpaid breaks taken to achieve the 8 ordinary hours.
- 15.2 Time workers are entitled to one 20 minute paid break (actual time away from work station) in ordinary time.
- 15.3 Rostered Day Off credits (RDO, previously known as leisure time credit) only accrue when an employee completes eight (8) ordinary hours of work. The completion of the 8 hours worked accrues 0.4 hours credit. No other time worked, or leave taken, accrues an RDO credit.

- 15.4 Load Out employees will provide flexibility in starting and finishing times as required by the Company. Ordinary hours, other than prescribed by the Award, may be between 2:00 AM and 10:30 AM or 4:00 AM and 12:30 PM or as otherwise agreed.
- 15.5 The Company and Consultative Committee agree to work a longer working day if cattle supply warrants. The implementation of the appropriate system of work [Such as 9 hours per day by 8 days worked with the 9th day a paid day with each of the 9 days paid at 8 hours. Each 8 hour period continues to accrue 0.4 hours RDO credit.]

Shift work provisions as per clause 31 of the Parent Award may be considered for adoption by the Company, the Consultative Committee, and the Secretary of the AMIEU during the life of this agreement.

16. Shift Work

16.1 Slaughter Floor

16.1.1 Slaughterpersons

Shift allowance is not payable.

16.1.2 Labourers

Employees employed prior to 16 September 2002 shall be paid the amount per day worked as per Appendix 2 as shift allowance. Employees employed on or after 16 September 2002 do not receive any shift allowance payment unless employed as Night Shift Cleaners.

16.2 Boning Room

16.2.1 Boners

Shift allowance is not payable.

16.2.2 Slicers

Shift allowance is not payable.

16.2.3 Labourers

Employees employed prior to 16 September 2002 shall be paid the amount as per Appendix 2. Employees employed on or after 16 September 2002 do not receive any shift allowance payment.

16.3 Loadout

Employees commencing work at 2 AM shall be paid the shift allowance as per Appendix 2.

All other employees employed on or after 16 September 2002 do not receive any shift allowance payment.

16.4 Cleaners

16.4.1 Afternoon Cleaners

Shift allowance shall be separate from the ordinary rate base rate as per Afternoon Shift but paid pro rata for short shifts. Employees employed prior to 16 September 2002 shall be paid the amount as per Appendix 2. Employees employed on or after 16 September 2002 do not receive any payment.

16.4.2 Night Cleaners

Night Shift allowance shall be separate from the ordinary rate base rate as per Afternoon Shift but paid pro rata for short shifts. All employees shall be paid the amount as per Appendix 2 when their ordinary hours of work end after 12:30AM.

17. Overtime

17.1 Week Day Production Overtime

Overtime worked to slaughter and or bone cattle is to be calculated as follows.

17.1.1 Labourers

The first 2 hours on any one day are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed and each days overtime stands alone.

Time workers, on the Slaughter Floor, shall, in addition to the paid break during ordinary hours, be paid an additional 15 minutes overtime in lieu of a 15 minute break after working overtime.

17.1.2 Boners & Slicers

When boning or slicing, employees are paid at the constant unit rate as for units processed in ordinary hours and are described as "Night Units" These units are treated the same as overtime but without penalty.

17.1.3 Slaughterperson

When slaughtering, employees are paid at the constant unit rate as for units processed in ordinary hours and are described as "Night Units". These units are treated the same as overtime but without penalty.

NOTE:

The principle of "Walk On / Walk Off" for the Boning Room will be trialed when required. This will result in the Day Boning Room team being replaced on the floor without a significant break in the flow of carcasses to the room by the Afternoon Boning Room team.

17.1.4 No. 1 Labourers

When cattle are being slaughtered employees are paid at the constant unit rate for overtime. As per Appendix 2 "Night Units". These units are treated the same as overtime but without penalty and no other payments are applicable.

17.2 Week Day Non Production Overtime

Overtime worked when cattle are not being slaughtered and or boned is to be calculated as follows.

17.2.1 Labourers

The first 2 hours on any one day are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed and each day's overtime stands alone.

Time workers, excluding those on the Slaughter Floor, shall, in addition to the paid break during ordinary hours, be paid an additional 15 minute break after working overtime in excess of one hour in lieu of a paid break.

17.2.2 Boners & Slicers

The first 2 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 97 units per day.

17.2.3 Slaughter person

The first 2 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 35 units per day.

17.2.4 No. 1 Labourers

The first 2 hours on any one day are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed and each day's overtime stands alone.

17.3 Saturday Production Overtime

Overtime worked to slaughter and or bone cattle is to be calculated as follows.

17.3.1 Labourers (as per the Award)

The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/38th of the Award weekly rate for the duties performed.

17.3.2 Boners & Slicers

As per the Award, tally calculation.

17.3.3 Slaughter person

The units per Slaughter person (even if in excess of 14 person team) will be calculated on a 14-person team with each unit attracting a 50% penalty. The unit rate is as per the Award calculation.

17.3.4 No. 1 Labourers

As per the Award, tally calculation (14 person team).

17.3.5 Load out Labourers

Saturday - The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/38th of the ordinary weekly rate for the duties performed.

Sundays - All hours paid at 200% of the hourly rate. The hourly rate is 1/38th of the ordinary weekly rate for the duties performed.

NOTE:

The Company will endeavour to provide a minimum of 40 units per week above the minimum daily tally of 97 units per Boner (refer Clause. 12.1.1.1 of this Agreement) before Saturday overtime will be required to be worked [proportional if short week]. Where the 40 units has not been achieved, the Company may request the boning room delegate to consult with the relevant employees regarding the reasons for the shortfall and agreement to work shall not be unreasonably withheld [without conditions being applied].

Employees must work a total of six (6) by six (6) hour Saturdays, if required by the Company, in addition to reasonable overtime that also may be required during the week.

17.4 Weekend Non Production Overtime

Overtime worked when cattle are not being slaughtered and or boned is to be calculated as follows.

17.4.1 Labourers

Saturday - The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed.

Sundays - All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed.

17.4.2 Boners & Slicers

Saturday - The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 97 units per day.

Sundays - All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 97 units per day.

17.4.3 Slaughter Person

Saturday - The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 35 units per day.

Sundays - All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 35 units per day.

17.4.4 No. 1 Labourers

Saturday - The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed.

Sundays - All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed.

17.4.5 Loadout, Cleaners and Other Labourers

Weekend overtime may be required to facilitate production on the following Monday.

Saturday - The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed.

Sundays - All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate for the duties performed.

17.5 General

17.5.1 Load Out

Overtime will be worked as required with 15 minutes added to overtime if employee is required to work through a paid break.

Employees commencing ordinary hours at 4:00 AM will be paid overtime if working after 12:30 PM.

Employees commencing ordinary hours at 2:00 AM will be paid overtime if working after 10:30 AM.

17.6 Time Off in Lieu of Overtime

Notwithstanding anything elsewhere contained in this Agreement or the Award, an employee, by mutual agreement with the Company, may apply for time off in lieu of payment of overtime and time off shall be granted to the employee by mutual agreement paid at the ordinary time rate for the hours worked. Time off in lieu may only be taken for "shortage of Stock", serious illness or paid out at the end of the calendar year. Any balance will be paid out at the end of the calendar year. When time in lieu is taken, penalty rates that may have been applicable at the time of accruing said overtime are not payable.

18. Sick Leave

- 18.1 An employee who, after not less than three month's continuous service in his/her current employment with the employer, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the *Workers' Compensation Act 1987*) received in the said employment not due to his/her own serious wilful misconduct, shall be entitled to be paid for such non-attendance the amount of his/her Award rate of pay. A weekly employee shall not be entitled in respect of his/her first year of continued employment to sick pay or pay supplementary to workers' compensation to more than a total amount equivalent to payment for 40 ordinary working hours.
- 18.2 A weekly employee shall not be entitled in respect of his/her second to fourth years of continued employment to sick pay or pay supplementary to workers' compensation to more than a total amount equivalent to payment for 64 ordinary working hours.
- 18.3 A weekly employee shall not be entitled in respect of his/her fifth or subsequent years of continued employment to sick pay or pay supplementary to workers' compensation to more than a total amount equivalent to payment for 80 ordinary working hours.
- 18.4 Any period of paid sick leave or pay supplementary to workers' compensation allowed by the employer to an employee in any such year shall be deducted from the period of leave which may be allowed or carried forward under this Agreement in respect of such year.
- 18.5 Sick Leave, where taken, is to be paid at the ordinary time rate as prescribed by the parent Award.
- 18.6 In each calendar year, employees may apply to receive payout of untaken sick leave, which is in excess of 5 days of accrual, provided that payment shall not be made for more than 10 days of untaken sick leave in any year. Payment shall be at an average rate, calculated on a daily basis, by reference to the rates of pay which are specified in this agreement and will be made at Christmas each year, or utilized during periods of shortage of stock, following application by the employee.
- 18.7 All unpaid sick leave accrued after the 24th February 1997, shall be paid out on termination of employment, except in the case of justified instant dismissal.

19. Payment of Wages

Wages will be calculated for all employees on a weekly basis. Payment will be made by electronic funds transferred to the Company's bank for distribution to employee accounts not later than Tuesday night for the Wednesday pay day.

Pay slips are to have details of sick days and annual leave included.

20. Union Recognition

The Company recognizes the Australasian Meat Industry Employee Union (Newcastle and Northern Branch) as the Union that has representation rights of the employees who are covered by this Agreement.

The Company will promote Union membership at the point of recruitment by allowing the on-site Union Delegate to talk and present an application form to join the Union to new employees.

The Company shall deduct from the wages of each employee who has authorized its membership fees at the amount from time to time decided by the Committee of Management of the Union. The Company shall forward these deductions to the Secretary of the Union on a monthly basis.

The on site Union delegate shall be involved in and shall cooperate with the induction program for new employees, in order to ensure the smooth transition of such employees, into the workforce.

The on site Union delegate will be provided with a locker for storing Union papers.

21. Single Bargaining Unit

This Agreement has been negotiated through a consultative process involving a Consultative Committee representing all employees covered by the Award, the Company, and representatives of the Union, Newcastle and Northern Branch, being both through its officers and delegates.

22. Trade Union Training Leave

- 22.1 Employees as defined shall be entitled to a maximum of 2 days paid per year to attend Trade Union Training.
- 22.2 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.
- 22.3 The Company is to be consulted on the nature and content of the course that is to be attended.
- 22.4 The granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
- 22.5 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.

23. Study Leave

- 23.1 Where an employee undertakes a course of study relevant to the industry, but not part of the Company's set training program, the Company will allow, on approval by the Company, paid leave for attendance at such study.
- 23.2 An employee wishing to use these provisions must provide course particulars and time frames to the Company.

24. Training

- 24.1 The Company and the Union agree to use (MINTRAC) as a guide for developing the foundations for a comprehensive training program. A joint training committee will be established and representation shall be agreed on between all parties. The goals and the commitment by all parties is to establish and maintain an accredited training program that is specific to the needs of Wingham Beef Exports and to ensure a safe, efficient and productive workforce.
- 24.2 In-house practical training for Boners and Slicers will be designed and delivered. This model will be used and adopted throughout the rest of the site.
- 24.3 Applications for in-house training will be considered by the Company and not be restricted to an employee's normal area of work if a vacancy occurs in another department, allowing for advancement to all classifications throughout the Plant. This will be subject to the normal training selection procedure.
- 24.4 Workplace Trainer Allowance
- 24.4.1 Slaughterperson
- A daily allowance (Refer Appendix 2) shall be paid to a designated Workplace Trainer who will have successfully completed an approved "Train Small Groups" course when providing direct tuition to a Trainee Slaughterperson. The definition of direct tuition will be agreed between the Company and the Consultative Committee as agreed for the Boners and Slicers.
- 24.4.2 Boner
- A daily allowance (Refer Appendix 2) shall be paid to a designated Workplace Trainer who will have successfully completed an approved "Train Small Groups" course when providing direct tuition to a Trainee Boner who is training on the dead rail.
- 24.4.3 Slicer
- A daily allowance (Refer Appendix 2) shall be paid to a designated Workplace Trainer who will have successfully completed an approved "Train Small Groups" course when providing direct tuition to a Trainee Slicer who is training on level L/S1.

25. Disputes Procedures

The parties agree that, subject to the provisions of the New South Wales *Industrial Relations Act* 1996, 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:

- 25.1 Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- 25.2 If the matter is not resolved at this level, it will be further discussed between the affected employee(s) and the Union delegate or, where appropriate, another nominated representative and the employer. Both the employer's industrial representative and the employee's Union representative may be notified.
- 25.3 If no agreement is reached within a reasonable time period, the Union Secretary or his/her representative or where appropriate a nominated representative will discuss the matter with the employer's nominated industrial relations representative.
- 25.4 Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.
- 25.5 Should the matter still not be resolved within a reasonable time period it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

- 25.6 The parties shall, at all times, confer in good faith and without undue delay.
- 25.7 During the discussions the status quo shall remain and work shall proceed normally in accordance with this Agreement and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

26. Occupational Health and Safety

- 26.1 The Company and the Union agree to strive for the highest standards in occupational health and safety by establishing and maintaining an Occupational Health and Safety Management System. The system actively promotes, through consultation, a proactive risk management method to minimize occupational hazards within the workplace.
- 26.2 The Occupational Health and Safety Committee, with representation agreed between both parties, will investigate and make recommendations to the Company.

2005 E.B.A. RATES

APPENDIX 1

EFFECTIVE DATE		Current - Pre may 05	2nd May 2005	12 months	24 months
Description	Weekly	per hr	Weekly	per hr	Weekly
SLAUGHTER FLOOR - 35 unit guarantee					
Grade A1	CONSTANT UNIT RATE	\$4.444	constant unit	\$4.684	constant unit
Grade A2	FIXED RATE	\$580.10	\$14.5025	\$611.45	\$627.76
Grade A3	FIXED RATE	\$570.00	\$14.2500	\$600.81	\$616.83
Grade A4	FIXED RATE	\$559.80	\$13.9950	\$590.05	\$605.79
Grade A5	FIXED RATE	\$498.90	\$12.4725	\$538.25	\$559.07
Grade A6	FIXED RATE	\$448.20	\$11.2050	\$487.63	\$508.63
No 1 Allowance	Normal Time	\$0.11562	per unit	\$0.11794	per unit
Refer calculation sheet for number of head prior to implementation.					
	Overtime	\$0.23125	per unit	\$0.24375	per unit
Skills Allowance [over A5 rate]					
P8 measurement, Hindquarter Hygiene Trim & MK Neck Trim					
BONING ROOM - 97 unit guarantee					
Boner	CONSTANT UNIT RATE	\$1.558	constant unit	\$1.642	constant unit
Slicer	CONSTANT UNIT RATE	\$1.494	constant unit	\$1.575	constant unit
Grade G1	FIXED RATE	\$559.80	\$13.9950	\$590.05	\$605.79
Grade G2	FIXED RATE	\$534.40	\$13.3600	\$563.28	\$578.30
Grade G3	New Empl. FIXED RATE	\$448.20	\$11.2050	\$487.63	\$508.63
JUNIORS - All Departments					
A6 & G3	At 15 years 36%	\$161.40	\$4.0350	\$175.49	\$183.00
Duties	At 16 years 48%	\$215.10	\$5.3775	\$234.10	\$244.22
New Empl.	At 17 years 60%	\$268.90	\$6.7225	\$292.60	\$305.22
	At 18 years 74%	\$331.70	\$8.2925	\$360.92	\$376.48
	At 19 years 87%	\$389.90	\$9.7475	\$424.22	\$442.50
A5 & G2	At 15 years 36%	\$179.60	\$4.4900	\$193.87	\$201.43
Duties	At 16 years 48%	\$239.50	\$5.9875	\$258.25	\$268.17
	At 17 years 60%	\$299.30	\$7.4825	\$322.95	\$335.47
	At 18 years 74%	\$369.20	\$9.2300	\$398.35	\$413.78
	At 19 years 87%	\$434.00	\$10.8500	\$468.25	\$486.38

APPENDIX 2

2005 E.B.A. ALLOWANCES		APPENDIX 2	
<small>File: \r\ba\2005\append_2</small>			
DESCRIPTION			
SLAUGHTER FLOOR			
Slaughterpersons	Bulls	Additional unit per bull per Team	
Skills Allowance [over A5 rate]		\$2.00	per day
<small>P8 measurement, Hindquarter Hygiene Trim & MK Neck Trim</small>			
Shift Allowance			
All Night Shift Cleaners		\$15.00	per day
pro rata for short shifts			
Afternoon Shift Allowance		\$10.21	per day
<small>[Employees employed prior to 16/09/2002 paid separate shift allowance]</small>			
<small>[Loadout employees, employed prior to 16/09/2002, commencing work at 2AM are paid Afternoon Shift Allowance]</small>			
<small>New employees NO SHIFT ALLOWANCE [Employees employed on or after 16/09/2002]</small>			
Other Allowances			
<small>If increases in Award allowances move with the result that the EBA Allowances are less than the Award, the company will pay Award allowances from the date of the Award movement.</small>			
Meal		\$8.14	per meal
First Aid		\$3.35	per day
Leading Hand		\$25.00	per week
Forklift		\$6.71	per week
TP Slaughtering		\$2.80	per day
TP Boner		\$1.60	per day
Knife Allowance -			
	Slaughterpersons, A2 & A3 jobs	\$0.65	per day
	Boners	\$0.65	per day
	Other employees using a knife	\$0.43	per day
Workplace Trainer		\$3.00	per day
Chiller Assessor/Grader		\$15.00	per day
<u>BONING ROOM</u>			
<small>REFER AWARD Appendix J - Section D</small>			
SIDES BONED OUT AS PIECES OF MEAT OR SPECIFIED CUTS :-			
		2	<small>REFER AWARD PAGE #J - Clause 23.1</small>
STANDARD RAIL BONING (NECK ON)	TALLY UNITS PER BODY	TALLY UNITS PER SIDE	MINIMUM TALLY UNITS
<182 kg	4.850	2.425	PER DAY
182kg to 228kg	5.350	2.675	61,544
229kg to 272kg	5.750	2.875	
273kg to 318kg	6.150	3.075	
319kg to 364kg	6.550	3.275	
365kg to 408kg	6.650	3.325	
>408kg	6.950	3.475	
Boners	Bulls	Additional half a unit per bull per team	

Signatories

Signed for and on behalf of Wingham Beef Exports Pty Limited	
	9th June 2005
Michael Hughes, General Manager	Date
	9th June 2005
Witness	Date

Signed for and on behalf of Australasian Meat Industry Employees Union, Newcastle and Northern Branch	
	9th June 2005
Kath Evans, Secretary	Date
	9th June 2005
Witness	Date