

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/276 (Includes EA 97/72)

TITLE: Bartter Enterprises and the Australasian Meat Industry Employees' Union
New South Wales Branch (Hanwood) Enterprise Agreement
1998-2000

I.R.C. NO: IRC 98/3089

DATE APPROVED/COMMENCEMENT: 20 July 1998

TERM: 24 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA 97/72

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Poultry Industry Preparation
(State) Award

PARTIES: Bartter Enterprises Pty Ltd -&- The Australasian Meat Industry Employees' Union,
New South Wales Branch

Registered
Enterprise Agreement
Industrial Registrar



**BARTTER ENTERPRISES
AND
THE AUSTRALASIAN MEAT
INDUSTRY EMPLOYEES UNION
NEW SOUTH WALES BRANCH
(HANWOOD)
ENTERPRISE AGREEMENT
1998 - 2000**

June 1998



ARRANGEMENT

Clause	Subject	Page
1.	Title	2
2.	Preamble	2
3.	Definitions	3
4.	Parties Bound & Relationship to Parent Award	4
5.	Duration and Renewal	5
6.	Contract of Employment	5
7.	Hours of Work	5
8.	Meals & Rest Periods	6
9.	Clocking On / Off	6
10.	Rates of Pay	7
11.	Wage Continuity Insurance	7
12.	Key Performance Indicators	7
13.	Monitoring Process	7
14.	Discounts	8
15.	Training	8
16.	Disputes Procedure	8
17.	Declaration and Signatories	12

APPENDIX 1

Table 1 - Rates of Pay: EBA Base Structure	10
Table 2 - Rates of Pay: CBT Structure	11

1. TITLE

This Agreement shall be referred to as the "Bartter Enterprises and The Australasian Meat Industry Employees' Union New South Wales Branch (Hanwood) Enterprise Agreement 1998 - 2000".

2. PREAMBLE

The Agreement is the result of co-operative discussions between all the parties and has not been entered into by any party under duress.

i Overall Objective

The central aim of this Agreement is to improve the productive performance of all areas of the Company.

To achieve this, it is recognised that management, the employees and the Union (AMIEU) need to continue to build on their commitment to a consultative and participatory approach in the workplace.

ii Strategy

The parties agree to the achievement of improved performance throughout the functional areas of the Company with ultimate aim of matching and surpassing performances achieved by main competitors and to provide remuneration to employees which acknowledge those achievements. This will be accomplished by addressing the entire production system, the organisational structure, the plant, the equipment, the people (management and employees) that combine to conceive, develop, produce, market and deliver the Company's products to the customer.

iii Critical Success Factors

Critical success factors are essentially the following:

- a) Production: Level of waste, wages and overheads, efficiencies, storage, other overheads.
- b) Quality Assurance: Consolidation of quality assurance procedures and work practices.
- c) Increased volume.



3. DEFINITIONS

- i Commission - means the Industrial Relations Commission of New South Wales.
- ii Company - means Bartter Enterprises Pty. Limited.
- iii Union - means the Australasian Meat Industry Employees' Union (NSW Branch).
- iv Full-time employee - means a weekly employee employed for 38 hours per week.
- v Part-time employee - means an employee who is a weekly employee and may be engaged for a minimum of one (1) day per week and no less than four (4) hours per day.

A part-time employee shall receive all the benefits as received by a full time employee in the ratio of hours, as fixed, as they bear to 38 hours.

The part-time hourly rate shall be the applicable weekly rate for the classification concerned divided by thirty-eight.

The span of ordinary hours for part-time employees shall be as prescribed in clause 7.

- vi Casual employee - means an employee employed by the hour, provided

that casuals may be paid through the weekly pay process. Casual employees shall be paid a minimum payment of not less than 4 hours on any day.

A casual employee shall receive a loading of 21 per cent in lieu of sick leave, public holidays, annual leave and compassionate leave.

There shall be no more than one casual employee for each five full-time weekly employees. Where production needs require a higher ratio, the parties may agree on an appropriate ratio.

- vii Leading hand - means an employee appointed as such by the Company and who, while working under supervision, gives instruction to and/or is responsible for work done by the other employees.
- viii KPI - means Key Performance Indicators.
- ix CBT - means Competency Based Training.
- x 1997 Agreement - means the Barter Enterprises Pty Limited and the Australian Meat Industry Employees' Union (New South Wales Branch) (Hanwood) Enterprise Agreement 1997.
- xi Parent Award - means the Poultry Industry Preparation (State) Award 265 IG 559.



4. PARTIES BOUND & RELATIONSHIP TO PARENT AWARD

- i. This Agreement shall be binding upon the following;
- a) The Company whose place of business under this Agreement is McWilliams Rd, Hanwood NSW 2680;
 - b) The Union; and
 - c) All employees within the jurisdiction of the Poulterers (State) Conciliation Committee.
- ii. Relationship to Parent Award

This agreement shall be read in conjunction with the terms and conditions of the Parent Award and the 1997 Agreement (refer to Appendix 2). Where any inconsistency occurs between this agreement and the Parent Award and 1997 Agreement, the terms of this agreement shall prevail to the extent of any inconsistency.



5. DURATION AND RENEWAL

- i This agreement shall take effect from the date of ratification by the Industrial Relations Commission of New South Wales and shall remain in force for a period of 24 months.
- ii The parties to this agreement agree that negotiations to renew this agreement shall commence four (4) to six (6) months prior to the expiry date.
- iii Should negotiation for renewal not achieve agreement prior to the expiration of this agreement, the terms and conditions of this agreement shall continue.
- iv The parties agree that a voting process will be implemented to select the Committee Members for the next enterprise agreement.

6. CONTRACT OF EMPLOYMENT

- i Employees shall be engaged on a full-time, part-time or casual basis. The parties agree that, where possible, full-time employment is preferable. It is recognised however that, because of the seasonality of our business, other types of engagement may be necessary from time to time.
- ii A probationary period of three (3) months will be applied to all new employees, other than casual. This probationary period shall commence from the date of engagement. During the probationary period, the employee's employment may be terminated by either the employee or the Company with the giving of one day's notice or by the payment or forfeiture of one day's pay as the case may be.
- iii Upon engagement, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.

7. HOURS OF WORK

It is the intention of the parties to this agreement to modify working arrangements to ensure greater flexibility in the production process. This clause is to read in conjunction with clause 4 Hours of the Parent Award.

- i Day Workers

The ordinary hours of work for day workers shall be in accordance with the parent award and the 1997 agreement. The exception to this are those

employees who work in the Primary Processing area of the plant, whose ordinary hours shall be from 3.00 a.m. until 6.00 p.m. Employees of the Primary Processing area shall be given the option of working in the area should these times be introduced.

ii Accrued Leisure Time

The planning for days off as leisure time shall, where practical, be in the ratio of 2 prime days for three other days, provided that no employees shall be rostered to take accrued leisure leave on a production day preceding or following a public holiday. When this occurs the day shall be transferred to the next prime day.

Any worker who makes application to work on a rostered accrued leisure day, provided such work is available, shall be paid at the ordinary hourly rate for all time worked on that day.

8. MEALS AND REST PERIOD

- i At any time throughout the agreement, the Company and affected employees can negotiate to remove the afternoon shift third break. This will occur by agreement between the company and the majority of employees within their work section (provided that sections that inter relate with each other shall be treated as a whole). The third break may be worked or moved to another time.
- ii Where agreement is reached in accordance with the above paragraph such agreement will not result in the reduction of an employees wages.
- iii When an employee is required to work overtime, a second tea break may be taken prior to commencement of such overtime.

9. CLOCKING ON/OFF

- i The Company will use supervisors and leading hands to ensure employees are leaving and returning from breaks at correct times and will use the award discipline procedures to deal with offenders.
- ii The company will monitor the compliance to times and if the problem continues a system of clocking on and off for all breaks will be implemented. This system will not affect the pay of anyone who complies with their break times.
- iii Extra time clocks will be installed to minimise clocking delays.
- iv If the system is implemented there will be an education period of at least one month before any action is taken.



Registered
Enterprise Agreement
Industrial Registrar

10. RATES OF PAY

i Increases

Year 1

- a) A 5% increase shall be paid calculated on the final rates of the 1997 agreement. This payment will commence on the first full pay period after the signing of this agreement by the parties.
- b) At the beginning of paying the new rates referred to in the paragraph above, employees will be back paid the first 5% increase to 1 April 1998.

Year 2

- a) A 5% increase shall be paid calculated on the rates referred to in the paragraph above. This payment will be made on the first full pay period after 28 May 1999.
- ii The increases for Year 1 and Year 2 above shall be based on the 1997 Agreement rates and the CBT rates contained in the 1997 agreement.
- iii For the life of this agreement, all safety net and award adjustments shall be absorbed into the rates in table A of Appendix 1 - Rates of Pay of the agreement.

11. WAGE CONTINUITY INSURANCE

The company will investigate the possibility of offering wage continuity insurance for all its employees.

12. KEY PERFORMANCE INDICATORS

Throughout the life of this agreement, the Company will identify a series of KPI's for the workplace. These will become a significant element in the development of subsequent agreements.

13. MONITORING PROCESS

The parties will establish a process to review closely the key issues and developments essential to the implementation of this agreement and ongoing business and workplace reform matters.



14. DISCOUNTS

i Bartter Enterprises Discount Card

The company will negotiate with local businesses (including petrol companies) to supply products at discount prices for its employees, through a discount card system which shall be offered to all employees.

ii Bartter Enterprises Discount Products

All fresh chicken products have been reduced in price for the Company's employees only. Frozen products are already sold at cheaper than normal prices. In conjunction with the discount card, frozen products may be sold for cheaper prices to employees, than the public, in the future.

15. TRAINING

The parties are committed to a competency based development plan for the processing plant. The plan which is identified in Appendix B of the 1997 agreement has as its objective to assist in the establishment of a system of training for trainees which provides approved training in conjunction with employment, and where wage adjustments will be linked to skill levels achieved by the employee.

All existing employees including casual and permanent employees are able to participate in the plan and traineeship agreements.

16. DISPUTES PROCEDURE

Disputes arising between the parties to this Agreement shall be settled in accordance with the stages of discussion set out below:

- i Discussion between the employee(s) concerned and at the employee(s) request, the appropriate Union delegates, and the immediate supervisor/s;
- ii Discussion involving the employee(s), union delegates and more senior management;
- iii Discussion involving representatives from the Union(s) concerned and the Company's representative(s).
- iv Discussion involving senior union official(s) and the Company's representative(s).
- v There shall be an opportunity for any parties to raise the issue to a higher stage.

- vi Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- vii Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales.
- viii In the event that any party fails to comply with the provisions of this procedure, the other party involved shall be entitled to exercise their legal rights in relation to such dispute.
- ix The Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.
- x This procedure will be recognised by all employees and union representatives.
- xi During the negotiation stages, past custom and practice shall continue pending the final settlement of the dispute. Whilst this procedure is being followed normal production shall continue.



APPENDIX 1

Table 1

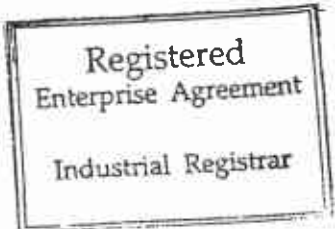
RATES OF PAY



The rates of pay identified below are based on the level structure of the Parent Award. The enterprise agreement recognises two increments in wage levels associated with the negotiation of this agreement.

EBA BASE STRUCTURE

Classification	1997 Agreement Rate	Increase Per Week Year 1 5%	Year 1 Weekly Amount	Year 1 Hourly Amount	Increase Per Week Year 2 5%	Year 2 Weekly Amount	Year 2 Hourly Amount	TOTAL INCREASE FOR LIFE OF AGREEMENT
Level 1	390.60	19.53	410.13	10.7929	20.51	430.46	11.3326	40.04
Level 2	407.30	20.37	427.67	11.2544	21.38	449.05	11.8171	41.75
Level 3	415.90	20.80	436.70	11.4921	21.83	458.53	12.0666	42.63
Level 4	424.00	21.20	445.20	11.7158	22.26	467.46	12.3016	43.46
Level 5	432.30	21.62	453.92	11.9453	22.69	476.61	12.5424	44.31
Level 6	463.20	23.43	486.36	12.8061	24.05	510.68	13.4389	47.48



COMPETENCY BASED TRAINING

Classification	Current CBT Rate	EBA Increase Year 1	Year 1 Plus 5% Increase Weekly	Year 1 Plus 5% Increase Hourly	EBA Increase Year 2	Year 2 Plus 5% Increase Weekly	Year 2 Plus 5% Increase Hourly	TOTAL EBA INCREASE
Level A	390.60	19.53	410.13	10.7928	19.87	430.64	11.3326	40.04
Level B	398.30	20.03	418.33	11.0086	20.91	439.13	11.5561	40.83
Level C	410.13	20.51	430.64	11.3326	21.53	452.17	11.8992	42.04
Level D	425.75	21.29	447.04	11.7642	22.35	469.39	12.3524	43.64
Level E	449.19	22.46	471.65	12.4118	23.58	495.23	13.0324	46.04
Level F	476.53	24.10	500.63	13.1673	25.01	525.37	13.8255	48.84
Level G	502.00	25.10	527.10	13.8711	26.36	553.46	14.5647	51.46



17. DECLARATION AND SIGNATORIES

DECLARATION

- i This Enterprise Agreement has been negotiated through extensive consultation between the Company, the Union and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.
- ii The parties declare that this agreement
 - a) Is not contrary to public interest.
 - b) Is not unfair, harsh or unconscionable.
 - c) Was at no stage entered into under duress.
 - d) Reflects the interests and desires of the parties.

SIGNATURES

**SIGNED FOR AND ON BEHALF OF
BARPTER ENTERPRISES PTY. LIMITED**

Stephen March
.....
STEPHEN MARCH
Signature and Name

3/6/98
.....
Date

Patricia Fernandez
.....
PATRICIA FERNANDEZ
Signature and Name of Witness

**SIGNED FOR AND ON BEHALF OF
THE AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES UNION
NEW SOUTH WALES BRANCH**

Charles Donzou
.....
CHARLES DONZOU
Signature and Name

3.6.98
.....
Date

Patricia Fernandez
.....
PATRICIA FERNANDEZ
Signature and Name of Witness

