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ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/63

TITLE: A.J. Bush & Sons (Yanco) Pty Limited and The Australasian Meat Industry Employees' Union (NSW Branch) Enterprise Agreement 2002

I.R.C. NO: 2001/8403

DATE APPROVED/COMMENCEMENT: 21 January 2002/3 January 2002

TERM: 3 January 2004

**NEW AGREEMENT OR
VARIATION:** New Replaces EA00/214

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of A.J.Bush's & Sons (Yanco) Pty Ltd involved in the meat processing area at the company's site, situated at Yanco, NSW.

PARTIES: A.J Bush and Sons (Yanco) Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch



Enterprise Agreement – A. J. Bush & Sons (Yanco) Pty. Ltd.
RER: 30/10/01

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ENTERPRISE AGREEMENT

A. J. BUSH & SONS (YANCO) PTY. LTD.

&

**AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES' UNION
(NSW BRANCH)**

3rd January, 2002

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1. Agreement Title

This agreement shall be known as the A. J. Bush & Sons (Yanco) Pty. Limited. and The Australasian Meat Industry Employees' Union (NSW Branch) Enterprise Agreement 2002

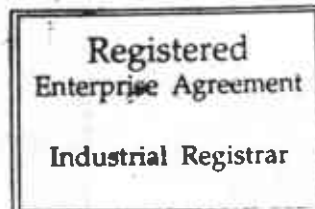
2. Application

The parties to this enterprise agreement are A. J. Bush & Sons (Yanco) Pty Ltd and the Australasian Meat Industry Employees' Union (AMIEU), New South Wales Branch.

- (i) The agreement shall apply to all employees of A. J. Bush's & Sons (Yanco) Pty Ltd involved in the meat processing area at the company's site, situated at Yanco, NSW. Any other person may, by agreement with the Company, use this document as a platform for their period of work.
- (ii) This agreement is to be read and interpreted in conjunction with the provisions of the Butchers Wholesale (Country) Award. To the extent that where the Agreement is inconsistent with the terms and conditions of those awards this agreement shall prevail. Where the agreement is silent on a matter the terms and conditions of the Butchers Wholesale (Country) Award shall apply.

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4. Hours and Starting Time

4.1 Ordinary hours of Work

The ordinary hours of work in this enterprise shall be an average of thirty-eight (38) per week, to be worked between the hours of 5:00 am and 8:00 pm Monday to Friday.

4.2 Leisure Time credits

38-hour Week Leisure Time Credits -

4.2.1 The average 38-hour week shall be worked so that the number of ordinary hours of work that may be worked by an employee shall not exceed eight hours during any consecutive 24 hours or 40 hours per week or 80 hours in 14 consecutive days or 160 hours in 28 consecutive days. For the purposes of the average 38-hour week, the employer shall credit an employee with a leisure time credit of two hours for each 40 ordinary hours worked in a week or of 24 minutes

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for each eight ordinary hours worked in a day (or in 24 consecutive hours in the case of a shift worker) by him or her; provided that at the end of a period of engagement an employee may be paid in lieu of leisure time credits and shall be paid for accumulated leisure time credits as soon as reasonably practicable. Subject to the provisions of this clause, leisure time credits shall be accumulated and shall be given by the employer and shall be taken by the employee, as required by the employer, in single days or blocks of days by individual employees' or groups of employees. Accrued leisure time may be taken:

on a roster basis; or
during slack periods; or
with annual leave; or
in any combination thereof.

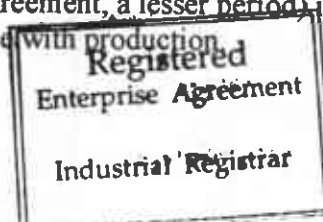
Reasonable notice (being five days or, by agreement, a lesser period) shall be given by an employer for the taking of days off for this purpose. Where practicable, a roster shall be established well in advance. One intention of this clause is to provide for a maximum degree of flexibility in the implementation and the operation of the average 38-hour week. Another intention of this clause is to ensure the avoidance of, or minimal, interference with production.

4.2.2 For the purpose of 40 ordinary hours worked or eight ordinary hours worked in paragraph (a) of this sub-clause, being slaughterpersons, boners, following labour on slaughterfloor and slicers shall not accrue credits towards the rostered day off on a day on which they are not prepared to work, pursuant to clause 26 Grievance and Dispute Procedures, or refuse to process overs which are required of them.

4.2.3 Slaughterhouse Labourers who carry out their clean-up duties after the kill, and are then released from duty in accordance with the agreement provisions before a full eight hours has been worked, shall be entitled to accrue benefits on that day towards accrued leisure time.

4.2.4 Time-workers must complete all work assigned to them within eight ordinary hours per day before they accrue benefits on that day towards accrued leisure time.

An employee may apply for accrued leisure time in a case of special need, provided reasonable notice (being five days or, by agreement, a lesser period) is given to the employer and it causes minimal interference with production.



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5. Duration and Renewal

5.1 This agreement shall come into operation from the beginning of the first pay period commencing on or after the 3rd January, 2002 and shall remain in force for a period of 24 months after said certification.

5.2 the parties to the agreement shall commence negotiations no later than six months prior to the expiry of this agreement.

6. Contract of Employment

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6.1 Employees' may be engaged on a weekly or casual basis.

6.2 Casual Employees shall be paid one thirty eight (1/38) of the hourly agreement rate prescribed for the relevant classification for which they are employed.

6.3 In addition to the hourly rate a casual employee shall receive an additional 20.8 percent on that rate. This additional amount is paid in lieu of Annual Leave and Sick Leave and other amounts related to those entitlements.

6.4 Casual – a casual employee means one who is engaged as such by the hour. The employee shall be informed of the minimum hours to be worked on any day. Such minimum shall be not less than four (4) hours on any day. A casual employee may be required to work up to eight (8) hours in any day irrespective of which department that employee is so employed in.

6.5 Weekly employees shall be paid by the week. Except in the case of misconduct, which justifies summary dismissal. The employment may be terminated by the giving of one weeks notice on either side and given on any working day with the right to the payment of/or the forfeiture of one weeks wages. This clause is subject to Clause 30 – Redundancy.

6.6 This clause shall affect the right of the employer to deduct payment:

6.6.1 for any day or part day during which the employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or;

6.6.2 for any day during which an employee cannot be usefully employed because of any strike or through any breakdown of machinery or interruption in the essential services (excluding the availability of live stock for any reason).

6.7 This clause shall not affect the right of the employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or

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misconduct, and in such cases the wages shall be paid up to the time of the dismissal only.

6.8 All new employees' shall be employed with a probationary period of three calendar months commencing from their first day of attendance at work.

6.9 Employees shall process all stock and product which is presented to them for processing within their rostered shift.

6.10 All slaughter floor follow on Labourers' shall perform a preliminary cleanup before ceasing their shift.

7. Objective



7.1 The parties to this agreement are committed to:

7.1.1 continuing a harmonious industrial relations environment through a commitment to consultation and recognition of the role of the union and its committee organisation in all aspect of this agreement.

7.1.2 increasing the efficiency and productivity of the company to assist its competitiveness and the ongoing viability of the plant.

Working together to increase the job security, job satisfaction, training opportunities and access to higher paid jobs and career paths for employees.

7.1.3 the joint commitment to achieving the successful implementation of the company's Quality Assurance Program (QAP) as required by the relevant Government Authority.

7.1.4 A. J. Bush & Sons undertake to slaughter all their lambs at their Yanco plant, providing there is no industrial action or major breakdowns that would necessarily cause "Bush Wholesale" to source carcass's elsewhere so they may continue to service their retail outlets.

7.2 in meeting these objectives the parties have agreed to consider a broad agenda through the consultative process established under this Enterprise Agreement. The agenda shall include but not limited to:

7.2.1 continuous review of work and management practices affecting the efficiency and job satisfaction at the plant level, and

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7.2.2 the method of work and labour needs on a day to day basis to provide continuous and regular employment within the plant and the development of a system of rostering to meet the fluctuations within the industry.

7.2.3 measures designed to improve plant utilization and ensure security of employment, and

7.2.4 training issues including review of skill requirements, incentives for training, implementation of training programmes and multi-skilling of the employee; and

7.2.5 occupational health and safety (OH&S) issues with a view to reducing the number of injuries and illnesses suffered by employees including the provision of appropriate safety equipment and apparel and the development of rehabilitation programmes consistent with the legislative requirement of the Occupational Health and Safety Act. 1983

8. Shift Work



8.1 Shift work may be worked where the starting and finishing times of the ordinary hours of shift workers shall be fixed by the employer, after consultation with the staff concerned.

8.2 An employee who works on any afternoon shift or alternating night shift shall be paid 15% per shift.

8.3 An employee who works on night shift only shall be paid 25% per shift.

8.4 Night shift means a shift finishing after midnight and at or before 8:00 am.

8.5 Afternoon shift means a shift finishing after 8:00 pm and at or before midnight.

8.6 The shift allowances prescribed in this clause shall not form part of an employee wage rate for any purpose of this agreement.

9. Meal Hours

9.1 A meal interval of one half hour (1/2 hour) or one-hour (1 hour) depending on the plant section concerned shall be allowed for a meal break at a time to be mutually arranged between management and the employees.

9.2 Subject to this clause, a Shift worker shall be allowed a twenty (20) minute interval each shift at a time to be agreed upon between the employee and the employees, such time to be counted as time worked and paid as such.

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9.3 An employee required to work overtime for not less than one and a half (1.5) hours before his/her ordinary starting time shall have a break of fifteen (15) minutes for Smoko, such time to be counted as time worked and paid for as such.

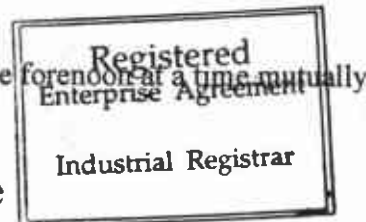
9.4 An employee who has worked during a meal interval shall be paid at overtime rates for the period so employed and such overtime rates shall continue until a meal break of not less than thirty (30) minutes is allowed, unless an alternative arrangement is agreed upon.

9.5 Any employee required to work overtime for one and a half (1.5) hours or more shall be allowed fifteen (15) minutes for Smoko. If he/she has not been advised on the working day immediately preceding that he/she will be required to such overtime for one and a half (1.5) hours or more on the following day the employer shall provide the employee with a meal or, in lieu thereof, shall pay the employee the sum of seven dollars and eighty cents (\$7.80) provided that if by continuing to work, the work can be completed in two hours, the employee may elect not to have a meal break and the employer shall not be liable to provide the employee with a meal or pay the seven dollars and eighty cents (\$7.80) in lieu thereof.

9.6 An employee who has provided their own meal after being notified and who is not required to work overtime, shall be paid the meal allowance mentioned in clause 9.5. a meal need not be provided under this sub-clause, nor payment in lieu thereof, if the employee is permitted to return to their home for a meal and can reasonably do so.

10. Smokos

A twenty-minute (20) paid break shall be allowed in the forenoon at a time mutually agreed between the employer and employees.



11. Overtime

11.1 all time worked outside the ordinary hours of work as provided for in clause 4 shall be considered to be overtime and shall be paid for at a rate of time and one half (1.5) for the first two hours (2) and double time there after.

11.2 notwithstanding anything elsewhere contained in this Agreement an employer and employee may through mutual agreement convert the overtime payment into time of in lieu. The time in lieu shall be taken at the rate proportionate to the rate as if the payment of overtime had been paid. Such time shall be at a time mutually convient to the employer and individual employee, if not mutual time can be agreed upon then the employee shall be paid the overtime in the normal way.

11.3 employee called out on emergency work between the hours of 8:00 pm and 5:00 am shall be paid a minimum payment of two hours (2) at the rate of double their ordinary hourly rate.

11.4 it shall be a condition of employment that all employees shall work reasonable overtime to meet the needs of the employer.

11.5 Overtime is not applicable to Meat Processors, as the payment has been calculated in to per unit cost as provided for in Clause 13.

11.6 Rest Period after Overtime:

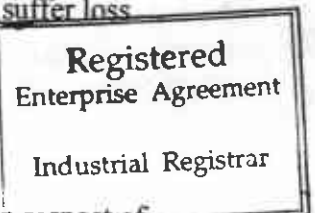
11.7 when overtime is necessary, it shall, wherever reasonably practicable, be arranged so that employees have at least eight (8) consecutive hours off duty between the work of successive days. An employee, other than a Casual, who works so much overtime between the termination of the employees' ordinary work on the one day and the commencement of the employees' ordinary work on the following day, that the employee has not had at least eight (8) consecutive hours off duty between those times, shall, subject to this sub-clause, be released after completion of such overtime. Such release shall be until the employee has had eight (8) consecutive hours off duty further such release shall not result in any loss of pay for any ordinary working hours occurring during such absence.

11.8 If an employee is instructed to resume or continue work without having had an eight (8) consecutive hours off duty. The employee shall be paid at the rate of double their ordinary rate for the period until they are released from their duty and have been allowed to have an eight (8) consecutive hour break. The employee shall not suffer loss of pay for ordinary working time occurring during such absence.

12. Waiting Time – Slaughter Floor

12.1 An employee shall not be paid for, or receive credit for, waiting time in respect of any delay in starting work or any interruption brought about by the misconduct of employees, but in respect of delays in starting or interruptions of work due to any other cause exceeding the aggregate of fifteen (15) minutes of any day. Any employee who is entitled to units shall be paid at the ordinary rate of pay, for the period of the breakdown, if the time lost has caused them not to achieve * 500 units by 11:30 am.

12.2 If the work is interrupted while an animal which has been knocked remains untreated the slaughter persons shall if required, complete the dressing of such animal as the employer may direct. The appropriate wage rate shall be paid for all cattle so completed in addition to any payments for waiting time to which the employee may have become entitled.



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12.3 If any interruption of work for any cause occurs within 20 minutes of the commencement of a Smoko, meal break or lap period, the employer may direct that the Smoko, meal break or lap period shall be taken forthwith.

See 13.1.1 for unit conversion

13. Wage Rates

A meat processor engaged in the actual slaughtering procedure shall be paid for the applicable productivity as follows:

13.1 Meat Processor

13.1.1 The base weekly rate shall be \$640.00 for up to 3764 units from the first full pay period on after the 3rd of January 2002. The base rate shall be paid for all purposes including Sick Leave and Public Holidays.

13.1.2 Each meat processor's weekly wage shall be determined by multiplying the number of units achieved for the week by the employee – by a unit cost of \$2.55/ unit from the 3rd January 2002 and \$2.63 unit from the 2nd January 2003.

E.g. 4500 units x \$2.55 = \$11475.00/ 15 Slaughterperson = \$765.00 (03.01.02)
4500 units x \$2.63 = \$11835.00/15 Slaughterpersons = \$789.00 (02.01.03)

13.1.3 Unit Equivalents

1 small stock (eg sheep, goats)	=	1 unit
1 cattle	=	4 units
1 pig	=	2 units
1 calf	=	2 units

13.1.4 Unit Values

	2002	2003
Sheep, goats & lamb	= \$2.55	\$2.63
Cattle	= \$10.20	\$10.52
Pigs	= \$5.10	\$5.26
Calves (up to 90 Kgs)	= \$5.10	\$5.26

13.2 Where agreement is reached between the employer and employee the minimum Manning levels of the 15 Slaughterperson Team maybe increased, if production requirements can not be achieved in reasonable time, if production standards are



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unsatisfactory or if it is the company's intention to operate the two slaughter lines separately.

13.3 Meat Processor Assistants Level 1 shall be engaged in assisting the functions of the slaughtering and all associated processors and shall be classified and paid as follows:

Classification	Current Rate	January 2002
Slicers	\$500.00	\$530.00
Boners	\$500.00	\$530.00
Meat Processor Assistant 1	\$500.00	\$530.00
Meat Processor Assistant 2		\$555.00
Meat Processor Assistant – Casual with less than 26 weeks continuous service		\$500.00 + Loading

The company will appoint Level 2 personnel

13.3 The minimum rate of pay for a thirty-eight (38) ordinary hours for juniors shall be as follows:

at 16 years of age (and under)	\$210.00
at 17 years of age	\$262.50
at 18 years of age	\$325.50
at 19 years of age	\$378.00
at 20 years of age – Adult Rate	\$530.00



14. Juniors

14.1 Juniors may be employed on light tasks in or about the business in any department, including the use of knives.

14.2 Juniors may be employed on the work of a Meat Processor or Meat Processors Assistant.

15. Stock Shortages

15.1 Weekly Employees' - Where the employer, on account of shortage of stock, gives notice of termination of employment to a weekly employee and immediately upon the expiration of that notice employs him/her as a casual employee, such employee shall be

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paid, in any week after such expiration in which less than five days work is offered, at the rate of one-fifth of the appropriate weekly rate, plus 15 per cent, for each day worked.

15.2 An employee: to whom this sub-clause applies and who is subsequently employed by the employer as a weekly employee immediately upon the termination of the short time week or weeks shall be deemed to have continuity of employment for the purpose of all the Agreement and Award provisions, annual leave and long service leave.

15.3 Casual Employee - Casual employee employed on any day when sub-clause 15.1 operates to require additional payment shall be paid for such day at the rate of one-fifth of the appropriate weekly rate plus 15 per cent.

15.4 For the purpose of this clause, week means an employer's pay week; provided that an employer can treat week as being a calendar week if it advises to that effect The Australasian Meat Industry Employees' Union (NSW Branch).

15.5 For the purposes of this clause a leisure day granted and taken shall not constitute a day's work offered.

16. Mixed Functions

16.1 Any employee, including a Junior, called upon to perform the work of any classification for which a higher rate of pay is provided by this Agreement, shall be paid the higher rate of pay while so employed, with a minimum of three hours at such rate of pay.

16.2 Should a Public Holiday occur while an employee is regularly performing the work at a higher rate, he/she shall be paid for such Public Holiday or Public Holidays at the higher rate of pay, provided that he/she has performed such work on the working day immediately preceding and the working day immediately succeeding the Public Holiday or Public Holidays. Where the employee is absent on the day after the Public Holiday, due to genuine sickness, he/she shall be paid the higher rate.

16.3 Any employee who is required to perform, on any day or shift, work for which a lower rate than that of his/her ordinary classification is prescribed, shall suffer no reduction in consequence thereof.

16.4 Where any employee is transferred for the greater part of the day under the provisions of this clause, he/she shall be entitled to the conditions normally associated with the particular position he/she was transferred to.



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17. Sick Leave

- 17.1 An employee shall be entitled to 10 days sick leave per calendar year. Such leave may accumulate to a maximum of 50 days. Where an employee has accumulated the maximum entitlement that employee may cash in any excess day.
- 17.2 The payment of sick leave shall be at the base weekly rate of pay for the employees' particular classification. The employee shall not be entitled to nor receive any bonus payment for the day the employee claims sick pay.
- 17.3 An Employee must notify the employer of his/her inability to attend for work no later than 9:30 am on the day the absence occurs. Where the employee fails to notify the employer of the absence in accordance with this clause the employee shall be dealt with under the disciplinary procedures of this agreement
- 17.4 Payment of sick leaves where it immediately proceeds or immediately follow a Public Holiday shall be as provided for in clause 22.2 of this agreement.
- 17.5 An employee shall after two (2) consecutive days of absence due to illness provide a Doctors Certificate specifying the illness or incapacity to attend work.

18. Annual Leave

The parties to this agreement accept that the Annual Holidays act 1944 shall determine the Annual Leave entitlement of the employees covered by this agreement.



19. Annual Leave Loading

This clause applies only in relation to annual holidays to which employees' become or have become entitled.

- 19.1 In this clause the Annual Holidays Act 1944 is referred to as "the Act".
- 19.2 Before an employee is given and takes his/her annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay his/her employee a loading determined in accordance with this clause.

(NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see sub-clause 19.6)

- 19.3 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.

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19.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act or where such a holiday is given and taken in separate periods, then in relation to each such separate period.

19.5 The loading is the amount payable for the period or separate period, as the case may be, stated in sub-clause 19.4, at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed pursuant to clause 13, Wages, and clause 14, Juniors, as the case may be, immediately before commencing his/her annual holiday together with, where applicable

19.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause 19.5, applying the agreement rates of wages payable on that day.

19.7 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees' concerned -

- (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with sub-clause 19.5.
- (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under the Act, such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.

19.8 When the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with sub-clause 19.6 for the period not taken.

- (a) Except as provided by clause 19.8, no loading is payable on the termination of an employee's employment.



19.9 This clause extends to an employee who is given and takes an annual holiday and would have worked as a shift worker, namely an employee employed pursuant to clause 8, Shift Work, if he/she had not been on annual holiday; provided that if the amount to which the employee would have been entitled by way of allowances for shifts pursuant to the said clause 8 for ordinary shifts which he/she would have worked according to the shift roster if he/she had not been on annual holiday (not including time on a public or special holiday pursuant to sub-clauses 22.1 and 22.2 of clause 22, Holidays) exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

20. Long Service Leave

The parties to the agreement shall refer to the Long Service Leave ACT 1955

21. Compassionate Leave

21.1 An employee shall, on the death of a wife, husband, same sex partner, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law or grandparents, be entitled to compassionate leave as follows:

- in respect of the employee's wife, husband, same sex partner, father, mother, child or stepchild – “two ordinary days”. If the death is shown to be interstate, an extra day will be approved.
- In respect to the employee's brother, sister, mother – in – law, father – in – law or grandparents – “one ordinary day”.

The employee must notify the employer of his/her need to commence compassionate leave before commencing such leave. In addition, proof of such death may be required by the employer.

21.3 For the purpose of this clause, the words "wife" and "husband" and "same sex partner" shall not include a wife, husband, or partner from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

22. Holidays

22.1 The following days shall be holidays for the purpose of this agreement:

New Year's Day,
Australia Day,
Good Friday,



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Easter Monday,
Anzac Day,
Queen's Birthday,
Eight-hour Day,
Christmas Day,
Boxing Day
and the picnic day of The Australasian Meat Industry Employees' Union and any day proclaimed a holiday for the State.

By agreement between the employer and the employees concerned, other days may be substituted for the said days at such employer's establishment.

22.2 A weekly employee shall be entitled to be paid for holidays falling on a working day under this clause; provided that he/she shall have worked on the working day immediately preceding and the working day immediately following the holiday; provided further that this sub-clause shall not disentitle an employee to be paid for a public holiday not worked where the employee did not work on the working day immediately preceding and the working day immediately following the holiday if the employer is satisfied that the employee's non-attendance, on either or both of these days, was due to the employee's illness.

22.3 Employees required to work on any of the above holidays except Christmas Day (25 December), Anzac Day (25 April) and Good Friday shall be paid for all time worked at the rate of double time and one-half with a minimum payment of four hours. Any employee called upon to work on the said Christmas Day, Anzac Day or Good Friday shall be paid double time in addition to the ordinary weekly rate, with a minimum payment of four hours at the appropriate rate. In the case of an agreement pursuant to sub-clause 22.1 of this clause to substitute a day, the agreement rate of pay shall be paid for the holiday worked and the penalty payment shall apply to the day substituted in lieu thereof.

23. Payment of Wages

23.1 weekly employees shall have their wages paid by no later than Friday of each week. The wages shall include all monies earned up to finishing time two-day preceding the payment day

23.2 Wages for weekly employees shall be paid by Electronic Funds Transfer to the financial institution of the employees' choice, provided that the financial institution is so equipped to receive such transfer. Where an employee can show that there is a genuine reason for not receiving payment in the manner prescribe herein then they shall be paid by cheque on the same day as the weekly wages are made available to weekly employees.



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24. Learners

24.1 For the purpose of becoming a qualified Meat Processor, any employee 18 years of age or over may be selected by the slaughtering panel to be trained as a learner Meat Processor. The learner shall be trained in Beef, Sheep, Lamb, Goats, and Pigs.

24.2 The learning period shall continue until the person is assessed competent by the team in consultation with the Supervisor.

24.3 Learners shall be paid at the same rate as in Clause 13.3 of this agreement.

24.4 A learner may during his/her training period be called upon to carry out tasks other than "slaughtering".

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25. Boning

25.1 All senior employees working in the boning room shall receive the Level 1 Meat Processor Assistants weekly rate. This excludes the current slicers refer to 25.10

25.2 After achieving the base number fifty (50) quarters, each Boner shall receive two dollars (\$2.00) for each additional quarter he/she bones on that day.

25.3 After achieving the base number fifty (50) quarters, each Slicer shall receive one dollar and eighty seven cents (\$1.87) for each additional quarter he/she slices on that day.

25.4 all Carcasses weighing over two hundred and fifty kilograms (250 kgs.) on the kill sheet shall attract an extra payment of fifty cents (\$0.50) per quarter for the Boner and Slicer.

25.5 all Carcasses weighing over three hundred kilograms (300 kgs.) on the kill sheet shall attract an extra payment of eighty cents (\$0.80) per quarter for the Boner and Slicer.

25.6 All Bulls shall be paid at double the rate.

25.7 All Boners and Slicers shall work at a speed that maintains the quality of the product and prevents congestion in the room.

25.8 All planned absenteeism shall be covered. Where this is not possible as a result of a genuine shortage of labour, the employer, in consultation with the employees of the Boning Room shall agree on a system that shall operate on that day to achieve that days production.

25.9 the parties (employer and employees) by agreement may alter the total number of workers in the room on a daily basis.

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25.10 It is agreed between the current three Slicers that all Slicers Overs shall be shared equally between the slicers in the room on the day. The current 3 Slicers shall receive Level 2 Meat Processors Assistant as their base rate

25.11 The following scale shall apply in the Boning Room

25.11.1 50 to 80 Quarters = 4 man crew consisting of

1 Boner
1 Slicer (where slicing duties are performed by a Boner he/she shall receive the appropriate Boner's payment)
2 labourers

25.11.2 81 to 120 Quarters = 5 man crew consisting of:

1 Boner
1 Slicer, (were slicing duties are performed by a boner he/she shall receive the appropriate boners payment)
3 Labourer's

The Chiller Hand will not be required in the Boning Room whilst either of the above teams are being utilised.

25.11.3 121 to 170 Quarters = 7 man crew consisting of:

1 Boner
1 Boner Slicer (were slicing duties are performed by a boner he/she shall receive the appropriate boners payment)
1 Slicer
4 Labourer's

25.11.4 171 to 240 Quarters = 9 man crew consisting of:

2 Boners
2 Slicers
5 Labourers

25.11.5 241 to 290 Quarters = 10 man crews consisting of:

3 Boners
2 Slicers
5 Labourers



AS Pf me

NB: Should a Slicer be replaced by a Boner in sub-clause 25.11. (1) (2) (3) the Boner shall receive the appropriate Slicers payment

A Labourer shall perform all duties required in the boning room; they may also be utilized in any other area- once they are no longer required in the Boning Room

26. Grievance and Disputes Procedure

26.1 Any dispute involving any employee or work issue must be resolved as early as possible by attention to the following process.

26.1.1 an employee shall notify their supervisor of any issue, which is likely to give rise to a grievance and/or dispute

26.1.2 upon being notified, the employee concerned, together with the on plant union delegates shall hold discussions with the supervisor concerning the grievance an/or dispute

26.1.3 if the matter can not be resolved, the supervisor shall advise the management of the grievance and/or dispute where the management shall consider the issues and their possible resolution.

26.1.4 if the grievance and/or dispute is still not resolved then the management and a union official of the AMIEU shall meet to discuss the points at issue with the intention to resolving the grievance and/or dispute.

26.1.5 if the grievance and/or dispute is unable to be resolved between the management and union official then either party may lodge a notice of dispute with the Industrial relations Commission of New south Wales.

26.2 During the process as outlined clause 26.1, the "Status Quo" shall remain. The term, "Status Quo", meaning the immediate situation preceding the grievance and/or dispute.

27. New Technology

27.1 When new technology is introduced, following consultation between the parties, into the company's production system any new manning that results from such introduction shall be given a four (4) week trial period.

27.2 If the trial proves to be beneficial to all parties then the new system shall be introduced



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28. Maternity, Paternity & Adoption Leave

Refer to Chapter 2, Part 4, Divisions' 1 and 2 of the Industrial Relations Act 1996.

29. Superannuation

29.1 The employer shall contribute the amount required by the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Guarantee charge Act 1992. The said amount shall be place on behalf of the employees covered by this agreement into the Meat Industry Employees Superannuation Fund, or to other funds which comply to the relevant legislation as nominated by the employee.

29.2 earnings mean the ordinary rate of pay plus all income earned in the normal work period, for shift workers the amount shall also include their shift loading.

29.3 the employer shall not be required to contribute to any employee in respect of any period for which the employee is absent from work on leave without pay.

30. Redundancy

The parties agree the general terms of the provisions of the Butchers Wholesal Industrial Registrar (Country) Award with respect to Redundany shall apply.



31. Union Fee Deductions

31.1 The Employer shall where so authorised in writing by an employee withhold by payroll deduction from that employees' weekly wages a sum of money as notified from time to time by the union as appropriate Union Dues.

31.2 The employer shall on a monthly basis in arrears forward the monies collected from the employees as authorised to The Australasian Meat Industry Employees' Union

32. Trade Union Training Leave

32.1 Employees shall be entitled to paid Trade Union training Leave in accordance with the provisions of this clause.

32.1.1 Leave is to be available to workplace union representatives only

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32.1.2 Leave is limited to five (5) days per year non-cumulative.

32.1.3 Leave is limited to only two workplace union representatives at any time.

32.1.4 The employer shall receive no less than four- (4) weeks notice of whom has been selected to attend a training session from the union.

32.1.5 Details of the duration of the Trade Union Training shall be advised and confirmed prior to the employer granting the employee leave to attend any such course.

32.1.6 The union shall provide an outline of the detail of the training to the employer if requested.

33. Training

33.1 Consistent with the objectives set out in this agreement at sub-clause 7.2.2 employee shall be given access to and participate in training programs. These training programs shall be directly relevant to the needs of both the employer and employee and which shall be established and delivered in accordance with procedures agreed by the consultative committee.

34. Cancellation of previous written and/or unwritten agreements

It is agreed between the parties to this agreement that all previous written and unwritten agreements and/or arrangements not included in this document are deemed to be cancelled and will no longer be valid, from the time this agreement is certified by the Industrial Relation Commission.

This agreement replaces the Enterprise Agreement known as A. J. Bush & Sons (Yanco) Pty. Ltd. and The Australasian Meat Industry Employees' Union N.S.W. Branch which is an agreement certified by the Industrial Relations Commission and expired on 31st December 2001.

35. Relationship to Award

This agreement shall be read in conjunction with the Butchers Wholesale (Country) Award to the extent that where any inconsistency exists this agreement shall apply



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36. Leave Reserve Matters

The parties agree that in the interest of developing the business in accordance with Clause 7 Objectives there is a need to establish a consultative approach to reviewing the current 15 Slaughterson Team and overall structure of the business..

It is the intent of the company to utilize the labour in the plant with greater flexibility to maintain productivity. This could be achieved by varying the team size. The development of alternative production systems, (Eg. Introduce a second line) to meet production requirements. Production requirements can be effected by seasonal conditions (drought or other climatic change), increased business and other factors

Should the parties reach an agreement with respect to the Team size and alternative/additional team sizes, the process by which that may occur then the parties may make application to the Industrial Relations Commission to vary the Agreement.

Such application would be in accordance with the relevant Industrial Relations Act and its Regulations to vary the agreement to facilitate the necessary changes.

37. Disciplinary and Staff Counselling Procedures

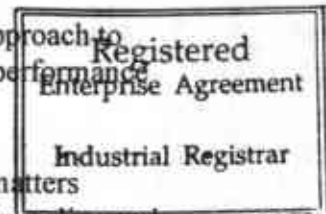
37.1 The parties to this agreement acknowledge the need for a balanced approach to dealing with matters arising from the day to day issues covering the general performance of employees in the workplace.

37.2 To ensure that an employee is treated with fairness and equity in all matters concerning his/her employment the parties shall follow the procedures for counseling and disciplinary action as provided for in this procedure.

37.3 In any case where the actions of an employee are unacceptable to the employer in accordance with the terms and conditions contained within this agreement, the employee shall be counseled as a prerequisite to commencement of termination proceedings in accordance with the Industrial Relations Act 1996.

37.4 This clause shall not apply where the actions of the employee are so serious as to constitute grounds for summary dismissal.

37.5 In lieu of dismissal for an action other than for grounds for summary dismissal, the employer and union representative(s) may agree to direct the employee concerned to "disciplinary leave". Such leave shall be without pay and shall be for a period of not less than one (1) working day and not more than twenty (20) working days. This option may only be exercised once in any twelve-month period for each individual employee.



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37.6 For the purpose of this clause, “disciplinary leave” is defined as leave without pay for a minimum of no-less than one (1) working day and no more than twenty (20) working days

37.7 Unless otherwise agreed between the parties to this agreement the counseling procedure shall be as follows:

Level 1 Formal (Verbal Warning)

An employee subject to the need to be counseled by the employer shall be advised by the employer prior to the counseling session that they are to be so counseled. The employer shall advise the time and day which the employee is to attend said counseling session. The employee shall be entitled to have a union representative present as an observer.

The employer during the counseling session shall clearly outline the matters of concern regarding the employees’ performance and/or actions. The employee shall be afforded the opportunity to respond to any matters raised during this counseling session and may if they request seek advice from their union representative prior to responding to the points at issue.

The employer shall after discussions with the employee advise the employee of the corrective measures necessary by the employee and any review date deemed appropriate.

A record of this counseling session shall be made in the employers’ diary and on the attached form in Appendix A of this agreement.

Level 2 (1st Written Warning) 2nd Formal Warning

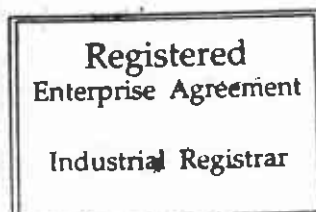
Where it is determined that Level 1 has not been successful and the behaviour, performance or other matter concerning the employee has not altered a further review shall occur and shall incorporate a first written warning to the employee.

The procedure as outlined in Level 1 of this clause shall be followed.

Level 3 (2nd Written Warning) 3rd Formal Warning

Where it is determined that Level 2 has not been successful then the employer shall issue a second written warning to the employee.

This warning shall advise the employee that any further failure to improve their, performance, behaviour and/or any other matter concerning their employment will lead to either disciplinary leave or their termination of employment



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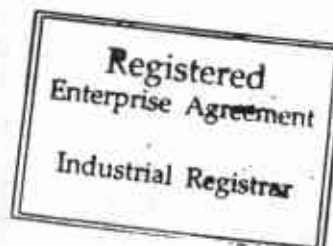
Level 4

Where it is determined that level 3 (3rd and Final Written Warning) has not been successful the employer shall hold a meeting with the employee and their Union Representative and there shall be a decision made as to the disciplinary action to be applied to the employee.

The action determined by the employer as appropriate shall be consistent with the options available in this e either disciplinary leave or termination of employment.

37.8 To assist the parties in executing these procedures a form by way of, “**Appendix A**” of this agreement shall be completed by the employer on each occasion that this clause is used with a completed copy given to the employee concerned and if the employee agrees a copy to the union representative who attended the counseling session.

37.9 The parties agree the method of determining the Level of the counseling session the employee shall be subject to shall be determined by the period of time elapsed since the last disciplinary session. Should a period of twelve-months or more since the last disciplinary session have elapsed then the previous warning shall be rescinded.



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A handwritten signature in black ink, appearing to be a stylized name.

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SIGNATURE OF THE PARTIES TO THE ENTERPRISE AGREEMENT

This page contains the names and signature of the parties authorised to sign this document on behalf the following:

1. A. J. Bush & Sons (Yanco) Pty. Limited.

1. DAVID ALAN BLAKE
name of authorised person
A. J. Bush & Sons (Yanco) P/L

David Alan Blake
signature of authorised person

30-10-01
date

ETHEL RAFFERTY
name of witness

Ethel Rafferty JP
signature of witness

30.10.01
date

2. The Australasian Meat Industry Employees' Union (New South Wales Branch).

2. PATRICIA FERNANDEZ
name of authorised person
The Australasian Meat Industry
Employees' Union (NSW Branch)

Patricia Fernandez
signature of authorised person

30.10.01
date

MATTHEW COELLI
name of witness

Matthew Coelli
signature of witness

30.10.01
date



JB
ER
MC

Appendix A

A. J. Bush & Sons (Yanco) Pty. Ltd. Record of Disciplinary Procedure

This is (please tick)

- Level - 1 Formal Written Interview
- Level - 2 1st Written Warning
- Level - 3 2nd Written Warning
- Level - 4 3rd and Final Written Warning
- Meeting to determine:
 - Disciplinary Leave
Indicate length of leave: Days
 - Termination notice required YES/NO



Note: Counseling had been carried out previously on (date):

.....

Employees name:
(please print) Surname given name initial

Location/Section:

Disciplinary Procedure conducted by:
(please print) name

Position in company:
(please print) title

In the presence of:
(please print) name status

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