



**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/138

TITLE: AWU-A J Bush & Sons (Yanco) Pty Ltd Enterprise Bargaining Agreement - 1999

I.R.C. NO: 00/1488

DATE APPROVED/COMMENCEMENT: 20 April 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New - Replaces EA99-177**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 14

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all employees involved in maintenance and associated areas in the company's site, situated at Yanco, New South Wales**

PARTIES: A J Bush & Sons (Yanco) Pty Ltd -&- The Australian Workers' Union, New South Wales



EX 1 //

AWU

A.J. Bush & Sons (Yanco) Pty Ltd

**Enterprise Bargaining Agreement
1999**

Registered
Enterprise Agreement
Industrial Registrar

1. AGREEMENT TITLE

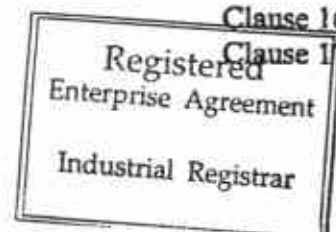
This Agreement shall be known as the AWU – AJ Bush & Sons (Yanco) Pty Ltd Enterprise Bargaining Agreement – 1999

2. APPLICATION AND INTERPRETATION

- (i) The parties to this enterprise agreement are AJ Bush & Sons (Yanco) Pty Ltd and the Australian Workers' Union, New South Wales
- (ii) This Agreement shall apply to all employees of AJ Bush & Sons (Yanco) Pty Limited who are involved in maintenance and associated areas in the company's site, situated at Yanco, New South Wales.
- (iii) This Agreement is to be read and interpreted in conjunction with the provisions of the Metal & Engineering (State) Award or the Electricians (State) 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 Metal & Engineering (State) Award or the Electricians (State) Award shall apply.

3. ARRANGEMENT

Agreement Title	Clause 1
Application and Interpretation	Clause 2
Arrangement	Clause 3
Objective	Clause 4
Hours and Starting Time	clause 5
Duration and Renewal	Clause 6
Contract of Employment	Clause 7
Shift Work	Clause 8
Meal Hours	Clause 9
Smoko's	Clause 10
Overtime	Clause 11
Wage Rights	Clause 12
Mixed Functions	Clause 13
Sick Leave	Clause 14
Annual Leave	Clause 15
Annual Leave Loading	Clause 16
Long Service Leave	Clause 17



Compassionate Leave	Clause 18
Holidays	Clause 19
Payment of Wages	Clause 20
Grievance and Dispute Procedure	Clause 21
Maternity, Paternity and Adoption Leave	Clause 22
Superannuation	Clause 23
Redundancy	Clause 24
Union Fee Deduction	Clause 25
Trade Union Training Leave	Clause 26
Training	Clause 27
Cancellation of Previous Agreement	Clause 28

4. OBJECTIVE

4.1 *The parties to this Agreement are committed to:*

- 4.1.1 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 aspects of this Agreement.
- 4.1.2 Increasing the efficiency and productivity of the company to assist its competitiveness and the ongoing viability of the plant.
- 4.1.3 Working together to increase the job security, job satisfaction, training opportunities and access to higher paid jobs and improved career paths for employees and the successful implementation of the companies Quality Assurance Program as required by the Controlling Government Authority

4.2 In meeting these objectives the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda shall include:

- 4.2.1 Continuous review of work and management practices affecting efficiency and job satisfaction at a plant level,
- 4.2.2 Measures designed to improve plant utilisation and ensure security of employment
- 4.2.3 Training issues including review of skill requirements, incentives for training, implementation of training programs and multi-skilling,
- 4.2.4 Occupational health and safety issues with a view to reducing the number of injuries and illnesses suffered by employees including the provision of

Registered
Enterprise Agreement
Industrial Registrar

appropriate safety equipment and apparel and the development of rehabilitation programs.

- 4.2.5 A commitment to the plant through extended and honoring the skills of the maintenance workforce and extended training opportunities when and where ever appropriate.

5. HOURS AND STARTING TIME

- 5.1 The ordinary hours of work shall be Thirty-eight (38) hours per week, to be worked between the hours 5:00am and 8:00pm, Monday to Friday. These hours maybe vary in an emergency, or otherwise with one weeks notice.
- 5.2 Thirty-eight Hour Week Leisure Time Credits

An employee shall be rostered to work an extra 24 minutes per day to bring up to 40 hours worked per week at ordinary time.

Such banked hours, in excess of five days, shall be paid out at the time of taking Annual Leave each year.

"Rostered Days Off" may, in emergency circumstances, be taken or given during the year.

6. DURATION and RENEWAL

- a) This agreement shall come into operation from the date it is signed by both parties and approved by the Industrial Relations Commission of NSW and shall continue in force for a period of 12 months from the date of certification.
- b) The parties to this agreement agree that negotiations to renew the agreement shall commence three months prior to the expiration date of the agreement.

7. CONTRACT OF EMPLOYMENT

- 7.1 Employees may be engaged on either weekly, or a casual basis.
- 7.2 Casual employees shall be paid 1/38 of the weekly rate prescribed for the relevant classification, plus 20.8 percent.
- 7.3 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 not be less than four (4) hours on any day.



- 7.4 Weekly employees shall be paid by the week, and except in the case of misconduct that justifies summary dismissal, may be terminated in accordance with the following scale:

Period of service	Notice period
1 year or less	1 weeks notice
1 year to 3 years	2 weeks notice
3 years to 5 years	3 weeks notice
5 years and over	4 weeks notice

Given as appropriate by either side. This clause is subject to clause 24 – Redundancy of the Agreement.

- 7.5 This clause shall not affect the right of the employer to deduct payment:
- 7.5.1 for any day or part of a 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
- 7.5.2 for any day during which an employee cannot be usefully employed because of any strike or though any breakdown of machinery or interruption in the essential services including the availability of livestock.
- 7.6 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 misconduct, and in such cases, wages shall be payable up to the time of dismissal only.

8. SHIFT WORK

- 8.1 Shift work may be worked, where the starting and finish times of the ordinary hours of shift workers shall be fixed by the employer, after consultation with the employee(s) concerned.
- 8.2 An employee who works on any afternoon shift or alternating night shift shall be paid an allowance of 15% per shift.
- 8.3 An employee who works on night shift only shall be paid an allowance of 25% per shift.
- 8.4 Night shift means a shift finishing after midnight and at or before 8:00am
- 8.5 Afternoon shift means a shift finishing after 8:00pm and at or before midnight.

Registered
Enterprise Agreement
Industrial Registrar

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

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 the employer and employee(s).
- 9.2 Subject to this clause, a shift worker shall be allowed a twenty (20) minute break each shift at a time to be agreed upon between the employer and the employee(s), such time to be counted as time worked and paid for as such.
- 9.3 An employee required to work overtime for not less than one and a half (1.5) hours before their ordinary starting time shall have a break of fifteen (15) minutes for a crib break, such time to be counted as time worked and paid for as such.
- 9.4 An employee who has to work during a meal interval shall be paid at overtime rates for the period so worked, 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 should be allowed 15 minutes for a crib. If the employee has not been advised on the working day immediately preceding that the employee shall be required to work such overtime for one hour 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 \$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 \$7.80 in lieu thereof. An employee who has provided themselves with a meal after being notified and who is not required to work overtime, shall be paid \$7.80. A meal need not to be provided under this sub-clause, nor payment in lieu thereof, if the employee is permitted to return home for the meal in question, and can reasonably do so.

10. SMOKOS

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

11. OVERTIME

Registered
Enterprise Agreement
Industrial Registrar

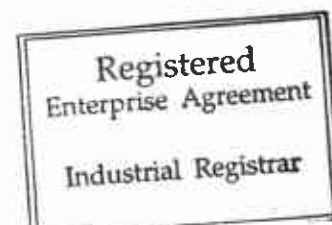
- 11.1 All time worked outside the ordinary hours of work as provided for in Clause 5 shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.
- 11.2 Notwithstanding anything elsewhere contained in this Agreement, an employer and employee may mutually agree to time off in lieu of the payment of overtime. The time off shall be paid for at the ordinary-time rate for the period of time that the employee would have received the overtime rate, or any other way agreed to by the parties. If no agreement is reached, overtime shall be paid in the normal way.
- 11.3 Employees called out on emergency work between 8:00pm and 5:00am shall be paid minimum payment of two (2) hours at double time.
- 11.4 It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the industry.
- 11.5 Rest Period After Overtime: When overtime work 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 daily hand who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next 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 until the employee has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If instructed by the employer to resume or continue work without having had eight (8) consecutive hours off duty, the employee shall be paid at double time rates until the employee is released from duty. Once released, the employee shall be absent until the employee has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

12. WAGE RATES

There shall be three levels of salary in the maintenance section in accordance with the following:

Classification	Current rates	Rates on approval
Level 1	\$604.85	\$629.05
Level 2	\$592.75	\$616.45
Level 3	\$511.80	\$532.25



The salary of those engaged in maintenance shall increase by 4% on approval of this agreement. These rates shall be final until the renewal of the agreement.

13. MIXED FUNCTIONS

- 13.1 Any employee called upon to perform work of any classification for which a higher rate of pay is provided by this Agreement, shall be paid higher rate of pay whilst so employed.
- 13.2 Providing an employee has the appropriate skills/training an employee may be required to carry out any maintenance task as required by his supervisor.

14. SICK LEAVE

- 14.1 An employee shall be entitled to 10 days (72 hrs) sick leave per year. Such sick leave may accumulate for a period of five (5) years. Where an employee has accumulated in excess of fifty days (380 hrs) the employee may cash in those excess days. Sick leave accrues at a rate of 6.33 hours per completed months service of the individual employees' service
- 14.2 The payment for sick leave shall be at the base weekly rate of pay for the employee's particular classification as stated in Clause 12 of this Agreement. No incentive payments shall be made in the payment for sick leave.
- 14.3 An employee must notify the employer where practical of his inability to attend work no later than 9:30 am on the day of such absence.
- 14.4 An employee shall, in order to be paid for one-day sick leave, provide to the satisfaction of the employer, that the employee is or was unable, on account of illness to attend for duty on the day for which payment is claimed.
- 14.5 An employee shall after 2 consecutive days sick leave in any sick leave year, provide a Doctors Certificate specifying the employees illness, or incapacity to attend work.

15. ANNUAL LEAVE

The parties to this agreement shall refer to the Annual Holidays Act 1944.



16. ANNUAL LEAVE LOADING

For any Annual Leave taken, there shall be a loading of 17.5%.

17. LONG SERVICE LEAVE

The parties to this agreement shall refer to the Long Service Leave Act 1955.

18. COMPASSIONATE LEAVE

18.1 An employee shall, on the death of a wife, husband, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law or grandparents, be entitled to compassionate leave as follows.

- In respect to the employee's wife, husband, father, mother, child or step-child – two "ordinary days"
- 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 the need to commence compassionate leave before commencing such leave. In addition, proof of such death shall be given to the employer.

18.2 For the purpose of this Clause, the words "wife" and "husband" shall not include a wife or husband from who the employee is separated but shall include a person who lives with the employee as de-facto wife, husband or partner.

18.3 Compassionate Leave is not accumulative.

19. HOLIDAYS

19.1 All proclaimed or gazetted Public Holidays in the state of New South Wales shall be observed. If by mutual agreement between employer and employee, other days may be substituted for the said days. The AWU picnic shall be replaced by the Meat Industry Picnic Day.

19.2 A weekly employee shall be paid for public holidays falling on a working day under Clause 19.1 provided that the employee has worked on the day immediately before and the working day immediately after the holiday.

Registered
Enterprise Agreement
Industrial Registrar

If an employee is ill on the working day immediately before and/or the work day immediately after the public holiday and provides a Doctor Certificate, the employee shall be paid for the public holiday.

- 19.3 Should an employee be required to work on any of the public holidays specified in Clause 19.1 except Christmas Day (25 December) and Anzac Day (25 April) and Good Friday, they shall be paid double time and a half for all time worked with a minimum payment of four (4) hours.
- 19.4 Should an employee be required to work Christmas day (25th December), Anzac Day (25th April) or Good Friday, the employee shall be entitled to be paid double time in addition to the ordinary daily rate of pay with a minimum payment of four hours.
- 19.5 In the case of a mutual agreement as provided for in Clause 19.1, the appropriate ordinary time rate for the classification shall be paid for the holiday worked and penalty payment shall apply to the substituted day if the employee is required to work such substituted day.

20. PAYMENT OF WAGES

- 20.1 Weekly employees shall have their wages paid by not later than Friday of each week. The wages shall include all monies earned up to the finishing time two days preceding the payment day.
- 20.2 Payment shall be made by electronic funds transfer to the financial institution of the employee's choice provided that electronic access is available to the nominated institution.

21. GRIEVANCE AND DISPUTE PROCEDURE

The following procedure shall be followed for settlement of grievances and disputes;

- 21.1 Any grievance/dispute involving an employee(s) or work issue must be resolved as early as possible by attention to the following process;
- 21.1.1 Any employee shall notify their supervisor of any issue that is likely to give rise to a dispute or grievance.
- 21.1.2 Upon being notified, the employee concerned, together with the on plant union representatives shall hold discussions concerning the disputed issue or grievance with management.

21.1.3 If the matter cannot be resolved, the management and employee(s) shall hold discussions with a representative of the AWU.

21.1.4 If the matter still remains unresolved, the issue or grievance shall be placed before the Industrial Relations Commission of NSW.

21.2 During the process of the dispute procedure, "Status quo" shall remain. Status Quo meaning the immediate situation preceding the dispute and or grievance.

21.3 Work shall continue throughout all negotiations.

22. MATERNITY, PATERNITY AND ADOPTION LEAVE

The parties to this agreement shall refer to Chapter 2, Part 4 of the Industrial Relations Act 1996(NSW).

23. SUPERANNUATION

23.1 The employers contribution shall be the amount required by the Superannuation Guarantee (Administration Act 1992) and Superannuation Guarantee Charge Act 1992 and shall be placed into the Meat Industry Employees Superannuation Fund.

23.2 Earning mean the ordinary time earnings, for shift workers it shall also include their shift loading.

23.3 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.

24. REDUNDANCY

As per the Electricians (State) Award or the Metal & Engineering (State) Award.

25. UNION FEE DEDUCTIONS

The employer if given authority shall deduct fees through payroll deductions and forward such amounts to the Union on a monthly basis. The company reserves the right to discontinue this practice by giving employees one month notice in writing.



26. TRADE UNION TRAINING LEAVE

26.1 Employees shall be entitled to paid trade union training leave in accordance with the provisions of this clause.

26.1.1 Leave is to be confined to workplace union representatives.

26.1.2 Leave is to be confined to 5 days per year for each workplace representative and is not to be cumulative.

26.1.3 Leave is limited to only two representatives at any one time.

26.1.4 The employer shall receive no less than four weeks notice.

26.1.5 The AWU shall provide to the employer any details requested in regards to the training.

27. TRAINING

Consistent with the objectives set out in clause 4.2.3, employees shall be given access to and participate in training programmes which shall be directly relevant to the needs of both the employer and employees and which shall be established and delivered in accordance with procedures agreed by the consultative committee.

28. CANCELLATION OF PREVIOUS WRITTEN OR UNWRITTEN AGREEMENTS

All previous written and/or unwritten site agreements or arrangements, not including appendices to this agreement, are deemed to be cancelled and shall no longer be observed, as a result of the formal registration of this agreement.



Enterprise Agreement - A.J. Bush & Sons (Yanco) Pty. Ltd.

Signatories

Whereby the parties have signed and had witnessed their signatures in recognition of their express agreement to each and every term contained herein.

SIGNED for and on behalf of A. J. Bush & Sons (Yanco) PTY LTD:

D. A. Blake
.....
(Signature)

10/12/99
.....
(Dated)

In the presence of:

[Signature]
.....
(Witness)

SIGNED for and on behalf of the Australian Worker's Union New South Wales Branch:

H. Goring
.....
(Signature)

10/12/99
.....
(Dated)

in the presence of:

[Signature]
.....
(Witness)

