

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/125

TITLE: Mudgee Regional Abattoir Beef Slaughter Floor Enterprise Agreement 2003

I.R.C. NO: IRC3/1952

DATE APPROVED/COMMENCEMENT: 16 April 2003

TERM: 16 April 2006

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/165

GAZETTAL REFERENCE: 20 June 2003

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

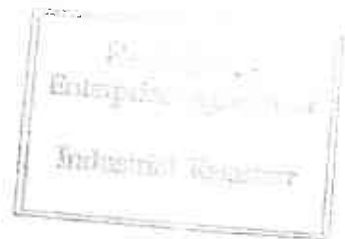
EMPLOYEES: The Enterprise Agreement applies to the Australasian Meat Industry Employees Union of NSW, Cudgegong (Abattoir) County Council, trading as Mudgee Regional Abattoir, and its Beef Slaughter Floor employees, who are engaged at the company's processing plant, located at Abattoir Rd, Mudgee NSW. It applies to employees who fall within the coverage of the Butchers Wholesale (State) Award.

PARTIES: Mudgee Regional Abattoir -&- the Australasian Meat Industry Employees Union - New South Wales Branch

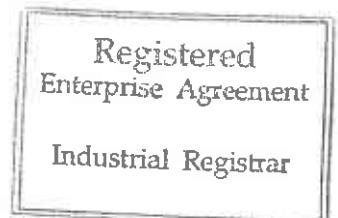




**MUDGEE REGIONAL ABATTOIR
BEEF SLAUGHTER FLOOR
ENTERPRISE AGREEMENT
2003**



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CLAUSE 2: AGREEMENT TITLE

This Agreement shall be referred to as the Mudgee Regional Abattoir Beef Slaughterfloor Agreement 2003.

CLAUSE 3: PARTIES TO THE AGREEMENT

- a) Cudgegong (Abattoir) County Council
Trading as: Mudgee Regional Abattoir
ABN: 71815584851
(Herein known as the Company)
- b) The Australasian Meat Industry Employees Union of New South Wales
(Herein known as the Union)

CLAUSE 4: PARTIES BOUND

This agreement shall be binding on the Australasian Meat Industry Employees Union of New South Wales, the company and its Beef Slaughter Floor employees, who are engaged at the company's processing plant, located at Abattoir Road, Mudgee, in the state of New South Wales.

The agreement shall apply in respect of those employees who perform any work that falls within any of the classifications of the parent award.

CLAUSE 5: DURATION

The term of this agreement is to be for a period of three (3) years.

Any wage adjustment handed down by the Industrial Relations Commission in respect of the Butchers Wholesale (State) Award (herein known as the Award) during the term of this agreement will apply.

CLAUSE 6: PARENT AWARD

This agreement is to be read and applied in conjunction with the Butchers Wholesale (State) Award as at 1 March 2003, or its successor.

Wherever the terms of this agreement are inconsistent with the terms of the award, the terms of this agreement are to be applied.



CLAUSE 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 affect of the agreement.

CLAUSE 8: BEEF SLAUGHTER FLOOR POSITIONS

The following positions shall be performed by beef slaughterpersons:

1st Leg, 2nd Leg, Rumper, Flanker, Hide Puller, Tail Bung, Evisceration and Splitting Saw.

All other positions shall be classified as Labouring positions. Slaughterhouse labourers shall do any class of labouring work in or about the Establishment.

Clause 9: NEW FULL-TIME EMPLOYEES

All new and full-time employees shall be required to undertake a traineeship scheme approved by the relevant NSW training authority or MINTRAC.

CLAUSE 10: NEW FULL-TIME SLAUGHTERPERSONS

Newly employed Slaughterpersons shall be graded as Grade 2 Slaughterpersons on probation for a maximum period of thirty (30) working days. At the end of this trial period the employee:

- (a) may be terminated;
- (b) may be granted a further extension of time by the supervisor if necessary; or
- (c) may have their grading reviewed and placed on permanent employment on the advice of the existing panel.

To be classified as a Grade 1 Slaughterperson a minimum of three (3) tasks must be able to be performed.



CLAUSE 11: CASUAL EMPLOYEES

New Casual employees other than slaughterpersons shall be employed as Labourers on probation for a maximum period of thirty (30) working days. At the end of this trial period the employee:

- (a) may be terminated;
- (b) may be granted a further extension of time by the supervisor if necessary; or
- (c) at the discretion of the Supervisor may continue to be employed on a casual basis until a permanent position becomes available

CLAUSE 12: LEARNER SLAUGHTERPERSONS

A learner slaughterperson shall be classified as a Grade 2 slaughterperson. To be classified as a Grade 1 Slaughterperson a minimum of three (3) tasks must be able to be performed.

CLAUSE 13: ORDINARY HOURS OF WORK

The ordinary hours shall be by agreement between the Employer and a majority of employees in the plant or section concerned, and will be worked in accordance with Clause 30.4 of the Award.

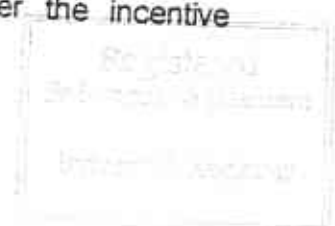
CLAUSE 14: INCENTIVE PAYMENTS

14.1

Employees working on the Beef Slaughterfloor shall be paid an incentive payment for all cattle killed in excess of 400 (four hundred) head in the case of a five-day (5) week, or 500 (five hundred) head of cattle in the case of a four-day (4) week.

14.2

The incentive rates will be in accordance with Annexure A – "Beef EBA Incentive Payments". Employees paid under the incentive scheme shall not be entitled to waiting time.



14.3

For the purpose of calculating incentive payments, calves killed and dressed on the beef slaughterfloor shall be counted as 'four (4) calves equal three (3) head of cattle'. For the purpose of this clause, a calf is defined as 'a young bovine animal weighing less than 75 kgs dressed carcase weight'.

14.4

Where a public holiday falls in any working week the Company agrees to pay Beef Slaughterfloor employees the public holiday at ordinary rates of pay in addition to the payment that would be made for employees working four days of ten (10) hours per day in ordinary hours of work, as provided in Clause 30.4 of the Award. The roster will automatically change to include the four (4) workdays excluding the public holiday.

14.5

Sick leave shall be counted as taken in accordance with the ordinary hours being worked on the day that the employee is absent.

CLAUSE 15: LEAVE

15.1

The minimum period of Long Service Leave and Annual Leave to be taken at any one time by the employee is five (5) days. Except where the company may send employees on leave in times of low production.

15.1.2

During shortage of stock periods, annual leave, leisure time credits and long service leave 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 employees, may implement this provision.

CLAUSE 16: SICK LEAVE

Employees on sick leave should endeavour to inform their Supervisor as soon as possible and are required to advise their Supervisor within two (2) hours of their shift commencing. As far as practicable the employee must advise of the expected time they will return to work. Failure to do so may result in the employee forfeiting payment for that day.



Please contact these phone numbers when you are unable to attend work.
Beef floor 6372 5720 or Health Center 6372 5747

CLAUSE 17: PUBLIC HOLIDAYS

17.1 Identification

The following days shall be observed as Public Holidays:

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and Australasian Meat Industry Employees' Union, New South Wales Branch Day will be observed over the Christmas break.

CLAUSE 18: LEAVE TO ATTEND UNION BUSINESS

18.1 Employees as defined shall be entitled to a maximum of 2 days paid per year to attend Trade Union Training.

18.2 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.

18.3 The Company is to be consulted on the nature and content of the course that is to be attended.

18.4 The granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.

18.5 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.



CLAUSE 19: OVERTIME

There is an expectation that the manning and kill levels in this agreement will be adhered to, however are adjustable by the Supervisor at his discretion depending on the circumstances of that day.

Where manning levels are not adhered to, the value of the gross wages that would have been earned within the ordinary eight hours by the shortfall of employees will be divided amongst all employees.

Overtime Agreement *appendix B*

Saturday Overtime Agreement *appendix C*

CLAUSE 20: CLEAN UP PERIOD

Dry clean up (sweeping and emptying tubs) will be required, all labourers and second grade slaughterpersons are responsible for their individual work areas.

CLAUSE 21: MEAL BREAKS

The following breaks will be observed:

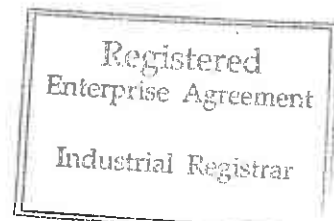
- Work from 6.30 to 8.30
- Work from 8.40 to 10.00
- Work from 10.20 to 12.15
- Work from 12.45 to 2.00
- Work from 2.10 to 3.00

Or as determined by the Supervisor

CLAUSE 22: PENALTIES

All Bulls, Suspect Cattle, Abscess affected and Lot Fed cattle determined by the Supervisor and a nominated slaughterperson and will be paid at the value of a penalty as per the parent award and shared amongst the slaughtermen. All other penalties under the Butchers Wholesale (State) Award are not applicable under this agreement.

No bulls greater than one (1) tonne are to be processed under this agreement unless by prior arrangement between employees and management.



CLAUSE 23: MISCELLANEOUS PROVISIONS

23.1 Quality

23.1.1

In carrying out work under this Agreement employees will, at all times comply with Quality Standards required by the Company to meet the quality specifications required by Customers Contracts. Both parties to this Agreement recognise the vital importance of all employees' strict adherence to the quality requirements.

23.1.2

Under the terms of this Agreement, all employees will carry out their work in a trades-like way, and will apply themselves in a careful, diligent, responsible and safe manner.

23.2 Protective Clothing and Equipment

Employees shall wear and/or use all items of protective clothing and/or equipment supplied by the Company.

23.3 Employee Scheduling Arrangements

The number of employees to be employed in each section of the plant shall be determined by the Company and the slaughter floor levels will be in accordance with those contained in the manning level schedules.

23.4 Regulation of Chains

The speed of chains shall be regulated and controlled by the employer so as to provide as near as practicable, an even distribution of the maximum daily production level, including an agreed tolerance, over the ordinary hours of work. The basis for such distribution will be calculated on the maximum head kill for a particular team, extrapolated out to an eight (8) hour day (Actual Work Time), and once established, the chain speed shall apply for any kill level within that team.

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23.5 Occupational Health and Safety

23.5.1

It is a fundamental requirement of the Company that its business is conducted safely, and it is a prime responsibility of employees to ensure that their jobs are performed safely and without injury to themselves or to other employees, and without damage to plant and/or machinery.

23.5.2

Employees who have been provided with safety equipment shall wear and use such equipment and all employees shall abide by the safety policies, procedures and regulations determined by the Company.

23.5.3

The Company will provide safe working conditions, define and teach safe working practices, provide information and control measures for hazards in the workplace, and participate in OH&S programs and schemes designed to improve safety performance. The objective is to prevent incidents, which could result in personal injury, occupational illness, or damage to the plant.

23.5.4

Where injury or illness does occur, the Company will provide wherever practicable, the means for an injured or ill employee to remain in, or return to work to promote their early recovery by providing work that:

- will not aggravate the injury or illness
- is gainful/useful to the Company
- is compatible with the tasks of the work group
- is subject to regular review



23.5.5

The Company will also:

- inform all employees of its rehabilitation/early return to work program
- make early contact with and expect early contact from injured or ill employees regarding participation in this program
- acquaint local medical practitioners of this policy, and of the need for early contact with the Company regarding the provision of alternative work.



BEEF EBAL INCENTIVE PAYMENTS
4 and 5 Day Weeks

4 Days	350	400	450	500	550	600	650	700	750	800	850	900
Slaughtermen	10	11	12	14	15	16	18	18	18	18	18	18
Temporary Promoted Labourers	19	22	25	27	29	31	32	32	32	32	32	32
Chillers	2	2	2	2	2	2	2	2	2	2	2	2
TOTAL MANNING	31	35	39	43	46	49	62	62	62	62	62	62

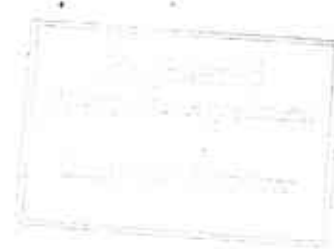
Daily Payments	187.40	187.40	187.40	187.40	193.15	198.90	204.65	210.40	216.15	221.90	227.65	233.40
Slaughtermen	164.39	164.39	164.39	164.39	169.14	173.89	178.64	183.39	188.14	192.89	197.64	202.39
Temporary Promoted Labourer	158.53	158.53	158.53	158.53	162.53	166.53	170.53	174.53	178.53	182.53	186.53	190.53
Entry Level	143.06	143.06	143.06	143.06	143.06	143.06	143.06	143.06	143.06	143.06	143.06	143.06
TOTAL MANNING	350	400	450	500	550	600	650	700	750	800	850	900

5 Days	350	400	450	500	550	600	650	700	750	800	850	900
Slaughtermen	11	12	13	16	18	18	18	18	18	18	18	18
Temporary Promoted Labourers	19	23	26	29	32	32	32	32	32	32	32	32
Chillers	2	2	2	2	2	2	2	2	2	2	2	2
TOTAL MANNING	32	37	41	47	52	52	52	52	52	52	52	52

Daily Payments	149.92	149.92	155.67	161.42	167.17	172.92	178.67	184.42	190.17	195.92	201.67	207.42
Slaughtermen	131.51	131.51	136.26	141.01	145.76	150.51	155.26	160.01	164.76	169.51	174.26	179.01
Temporary Promoted Labourer	126.82	126.82	130.82	134.82	138.82	142.82	146.82	150.82	154.82	158.82	162.82	166.82
Entry Level	114.44	114.44	114.44	114.44	114.44	114.44	114.44	114.44	114.44	114.44	114.44	114.44
TOTAL MANNING	350	400	450	500	550	600	650	700	750	800	850	900

Base Rate Prod. Bon. Per Week Incentive
495.60 63.50 749.60 0.115
464.30 48.31 657.54 0.095
453.00 45.08 634.12 0.080
448.30 30.98 572.22

Base Rate Prod. Bon. Per Week Incentive
495.60 50.80 749.60 0.115
464.30 38.65 657.55 0.095
453.00 38.06 634.10 0.080
448.30 24.78 572.20



BEEF FLOOR OVERTIME AGREEMENT – 14 OCTOBER 2002

A maximum of one (1) hours overtime may be required from Monday to Thursday, excluding meal breaks. Notice to perform overtime will be given prior to the finish of the previous days shift and as early as practicable. If notice has been given to perform overtime and overtime is cancelled the following day, payment for one (1) hours overtime will be made to employees who have worked on that day.

Overtime payment will commence after 8 hours has been worked and the payment for such is as follows:

OVERTIME RATE

S/Man	19.7263 @ T1/2 = \$29.59
T/P	16.8303 @ T1/2 = \$25.25
Labourer	16.2131 @ T1/2 = \$24.31
Casual Labourer	16.2131 @ T1/2 = \$26.83

Once the kill has been achieved that has been manned up for on that day, an incentive rate will apply for all cattle over and above that level including cattle processed in overtime. The incentive rate that will apply is set out below:

INCENTIVE RATE

S/Man	.115 per body
T/P	.095 per body
Labourer	.080 per body
Casual Labourer	.080 per body

incentive is paid from 400 and up for a Five (5) day working week and from 500 and up for a Four (4) day working week

- No overtime will be requested when kill levels are under 450.
- There will be no requests for overtime to be performed whilst working under a shortage of stock notice.
- Overtime will be paid for in the pay week it is performed.
- Latest stick time will be 4.15pm.
- Kill numbers will be confirmed by 8.30am.
- Notification of inability to perform overtime by employees will be given to the Production Manager by the start of the shift that day.
- The company will only consider reasonable excuses and the union will have further discussions with the company regarding what constitutes a reasonable excuse.
- Chain speeds will be at the discretion of the Supervisor and there is an undertaking where possible to allow a 10% tolerance in the increase of the speed of the chain.
- If the employee elects to work through without taking the 15 minute break, they shall be allowed to do so and will be paid for the break after the completion of the one hour's overtime.

Wage Calculations amended to current pay rates 13th March 2003



1st May 2002

Agreement: Saturday Work- Beef Floor

Due to customer requirements an extra beef kill is sometimes required, the company Will make the following payments to employees who work on the Saturday.

- Slaughtermen - \$19.7263 per hour, first two hours @ T1/2 and the balance @ T2
- Temporary Promoted Slaughtermen - \$16.8303 per hour, first two hours @ T1/2 and the balance @ T2
- Labourers - \$16.2131 per hour, first two hours @ T1/2 and the balance @ T2

This overtime rate is worked out on the base rate plus the weekly production bonus divided by 38.

Manning levels will be designed to achieve a kill within 5 hours, however if there are any minor breakdowns that prevent the company from achieving the target kill, it would be desirable that the company and the employees would be able to negotiate extra time (within reason) to complete the kill.

Wage Calculations amended to current pay rates 13th March 2003



6. Grievance and Dispute Procedures

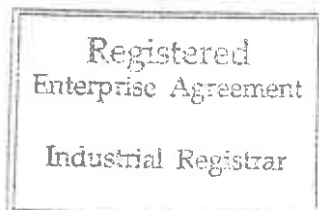
6.1 Grievance Procedure for Individual Employees - This procedure is to be used for the settlement of grievances of individual employees:

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

The employee may be represented by an industrial organisation of employees.

6.2 Disputes Procedure (between employers and their employees):

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



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



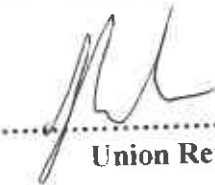
- 6.3 Leave to apply is granted in relation to a provision for the forfeiture of the employee's entitlement to accrued leisure leave and his/her entitlement to superannuation contributions for a period of four weeks for his/her non-compliance with any of the provisions of this clause.


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Mudgee Regional Abattoir

This Enterprise Agreement for the beef slaughterfloor 2003 has been voted on and accepted by the Members of the AMIEU NSW Branch – Mudgee.


.....
Union Representative


.....
Union Representative


.....
Human Resources manager


.....
Beef Floor Supervisor

