

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/177

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

I.R.C. NO: 99/1190

DATE APPROVED/COMMENCEMENT: 13 April 1999

TERM: 12 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of A J Bush & Sons (Yanco) Pty Ltd who are involved in meat processing operations at the company's site, situated at Yanco , NSW

PARTIES: A J Bush and Sons Pty Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

ENTERPRISE AGREEMENT

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

and

**AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES' UNION
N.S.W. BRANCH**

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Enterprise Agreement - A. J. Bush & Sons (Yanco) Pty. Ltd.**1. AGREEMENT TITLE**

This Agreement shall be known as the AMIEU - A. J. Bush & Sons (Yanco) Pty. Ltd. Enterprise Bargaining Agreement - 1999.

2. APPLICATION

The Agreement shall apply to all employees of A. J. Bush & Sons (Yanco) Pty. Limited who are involved in meat processing operations at the company's site, situated at Yanco, New South Wales.

3. ARRANGEMENT

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4. HOURS AND STARTING TIME

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

4.2 Thirty-eight Hour Week Leisure Time Credits

Refer to Butchers Wholesale (Country) Award

"Leisure Credit Days" will be on a Roster System. The Roster System that has been operating over the past 6 months will continue in its present form.

5. DURATION and RENEWAL

- (a) This agreement shall come into operation from the beginning of the first pay period commencing on or after 1/3/99 and shall continue in force until the 28/2/2000
- (b) The parties to this agreement agree that negotiations to renew the agreement will commence three months prior to the expiration of the agreement.

6. CONTRACT OF EMPLOYMENT

- 6.1 Employees may be engaged on a weekly, or casual basis.
- 6.2 Casual employees shall be paid one fifth of the weekly award rate prescribed for the relevant classification, plus 12.5 percent.
- 6.3 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. A casual employee may be required to work an eight (8) hour day irrespective of which department the casual is employed.
- 6.4 Weekly employees shall be paid by the week, and except in the case of misconduct, which justifies summary dismissal, the employment may be terminated by one week's notice on either side given on any working day with the right to the payment of/or the forfeiture of one week's wages. This clause is subject to Clause 30 - Redundancy.

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6.5 This clause shall not affect the right of the employer to deduct payment:

6.5.1 for any day or part 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

6.5.2 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 livestock for any reason.

6.6 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, the wages shall be payable on to the time of dismissal only.

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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 aspects 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.

7.1.3 Working together to increase the job security, job satisfaction, training opportunities and access to higher paid jobs and career paths for employees and the successful implementation of the companies Quality Assurance Program as required by the Controlling Government Authority.

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

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- 7.2 In meeting these objectives the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:
- 7.2.1 continuous review of work and management practices affecting efficiency and job satisfaction at a plant level,
 - 7.2.2 measures designed to improve plant utilisation and ensure security of employment,
 - 7.2.3 training issues including review of skill requirements, incentives for training, implementation of training programmes and multi-skilling,
 - 7.2.4 occupational health and safety issues with a view to reducing the number of injuries and illnesses suffered by employees including the provision of appropriate safety equipment and apparel and the development of rehabilitation programmes.

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 staff concerned.
- 8.2 An employee who works on any afternoon shift or alternating night shift shall be paid an additional 15% per shift.
- 8.3 An employee who works on night shift only shall be paid an additional 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.
- 8.6 The shift allowances prescribed in this clause shall not form part of an employee wage rate for any purpose of this agreement.

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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 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 employer and the employees, 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 his/her ordinary starting time shall have a break of fifteen (15) minutes for a smoko, 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 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 15 minutes for a smoko. If he/she has not been advised on the working day immediately preceding that he/she will be required to work such overtime for one hour or more on the following day, the employer shall provide him/her with a meal or, in lieu thereof, shall pay him/her the sum of \$6.60 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 him/her with a meal or \$6.60 in lieu thereof.

An employee who has provided himself/herself with a meal after being notified and who is not required to work overtime, shall be paid \$6.60. A meal need not be provided under this sub-clause, nor payment in lieu thereof, if the employee be permitted to return to his/her home for the meal in question, and can reasonably do so.



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10. SMOKOS

A twenty (20) minute paid smoko shall be allowed in the forenoon at a time mutually agreed upon 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 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 shall be paid at the rate of pay proportionate to the overtime rate forfeited of the equivalent time paid off at the ordinary-time rate of pay for such time off 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 that employees have at least eight (8) consecutive hours of duty between the work of successive days. An employee other than a daily hand who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she 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 he/she has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring such absence.

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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 rates until he/she is released off duty. Once released, the employee shall be absent until he/she has had eight (8) consecutive hours off duty without 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 bonuses 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 11.30am.
- 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 by such method as the employer may direct. The appropriate wage rates shall be paid for all cattle so completed in addition to any payments for waiting time to which the employees may have become entitled.
- 12.3 If any interruption of work for any cause occurs within twenty (20) minutes of the commencement of a smoko or a meal break, or lap period, the employer may direct that the smoko or meal break or lap period, shall be taken forthwith.

* See 13.1 (a) for unit conversions.



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Meat processors engaged in the actual slaughtering procedure shall be paid for the applicable productivity as follows:

13.1 Meat Processor

- a) A base rate of \$600 per week will be paid for the processing of Bush's and local shop livestock, up to 3700 units per week. The base rate shall be paid for all purpose including sick leave & public holidays. Where 3700 units are exceeded, a bonus rate as per (c) will apply. The bonus will be paid on a pro-rata basis, as agreed with the employees, based on the number of days for that week that an individual Meat Processor was at work.

Unit Equivalents - 1 Sheep	=	1 unit
1 Cattle	=	3.8 units
1 Pig	=	1.462 units
1 Calf	=	2 units

- b) Where livestock are processed for persons other than Bush's or Local Butchers, the following Bonus rate will be paid to the Meat Processors in attendance that day:

c) Sheep and Lambs	-	\$1.80 each
Cattle	-	\$7.00 each
Pigs	-	\$2.65 each
Calves (up to 90 kgs)	-	\$3.60 each

Eg. 180 Sheep x \$1.80 = \$324.00 ÷ the number of Meat Processors in attendance.

Eg 15 men = \$21.60 each man
14 men = \$23.14 each man

- d) A minimum agreed manning shall be 15 wherever possible and production warrants it.

13.2 The Meat Processor may be required to perform all functions and duties on the slaughter floor, from and including the "knocking box", to but not including the chillers.

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

Classification	Weekly Rate
Meat Processors Assistant	\$478.00 All Purpose Rate

- 13.4 The minimum rate of pay for ^{38 h}~~40~~ ordinary hours for juniors shall be as follows:

At 16 years of age or under	\$192.30
At 17 years of age	\$237.30
At 18 years of age	\$294.30
At 19 years of age	\$343.30
At 20 years of age - Adult rates	\$478.00

14. JUNIORS

- 14.1 Juniors may be employed on the light tasks in or about the enterprise in any department, including the use of the knife.
- 14.2 Juniors may be employed on the work of a Meat Processor or Meat Processors' Assistant.

15. STOCK SHORTAGES

The parties to this agreement shall refer to Butchers Wholesale (Country) Award.

16. MIXED FUNCTIONS

- 16.1 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 the higher rate of pay whilst so employed.

17. SICK LEAVE

- 17.1 An employee shall be entitled to 10 days sick leave per year. Such sick leave may accumulate for a period of five (5) years. Where an employee has accumulated in excess of 50 days, the employee may "cash in" those excess days.

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17.2 The payment for sick leave shall be at the base weekly rate of pay for the employee's particular classification. No incentive payments will be made in the payment for sick leave.

17.3 An employee must notify the employer of his inability to attend work no later than 9:30 am on the day of such absence.

17.4 See 22.2 for Sick Leave and Public Holidays

17.5 An employee shall, after taking 2 single days or 2 consecutive day's sick leave in any sick leave year, provide a Doctors Certificate or a statutory declaration specifying the employees' illness, or incapacity to attend work.

18. ANNUAL LEAVE

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

19. ANNUAL LEAVE LOADING

The parties to this agreement shall refer to the Butcher's Wholesale (Country) Award.

20. LONG SERVICE LEAVE

The parties to this 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, 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, same sex partner, father, mother, child or step-child - two "ordinary days". If the death is shown to be interstate, an extra day will be approved.

*West
See page
See actual
New*
End of Page. →

working day under Clause 22.1 provided that he/she has worked on the day immediately before and the working day immediately after the holiday.

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, he/she shall be paid for the public holiday.



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- 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.

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

22. HOLIDAYS

- 22.1 The following days shall be classed as holidays for the purposes of this Agreement:

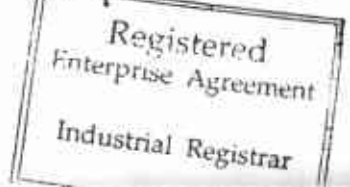
New Year's Day	Queen's Birthday
Australia Day	Eight Hour Day
Good Friday	Christmas Day
Anzac Day	Boxing Day
Easter Monday	AMIEU (NSW) Picnic Day (*)

* The AMIEU (NSW) Picnic Day is taken on the first Monday in November

By mutual agreement between employer and employee, other days may be substituted for the said days and the union advised accordingly.

- 22.2 A weekly employee shall be paid for public holidays falling on a working day under Clause 22.1 provided that he/she has worked on the day immediately before and the working day immediately after the holiday.

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, he/she shall be paid for the public holiday.



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22.3 If an employee is required to work on any of the public holidays specified in Clause 22.1 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.

If an employee is required to work Christmas Day, Anzac Day or Good Friday, they shall be paid double time in addition to the ordinary weekly rate with a minimum payment of four hours.

In the case of mutual agreement as provided for in Clause 22.1. the appropriate classification rate of pay shall be paid for the holiday worked and the penalty payment shall apply to the substituted day.

23. PAYMENT OF WAGES

23.1 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. Where production bonuses are paid, the preceding period Monday to Friday will be paid.

23.2 Wages may be paid by an electronic funds transfer system or by cash as elected by the employee.

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. The learner shall be trained in beef, mutton, and pigs.

24.2 The learning period shall be 26 weeks.

24.3 Learners shall be paid at the same rate as 13.4.

24.4 A learner may during his learning period be called upon to carry out tasks other than "slaughtering". Providing those days are "added on" to his 26 week training period and there is mutual agreement with team members.

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- 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.

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

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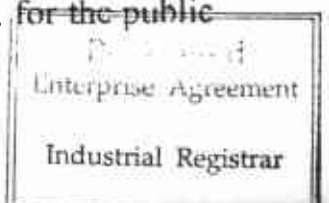
New Year's Day	Queen's Birthday
Australia Day	Eight Hour Day
Good Friday	Christmas Day
Anzac Day	Boxing Day
Faster Monday	AMIEU (NSW) Picnic Day (*)

*** The AMIEU (NSW) Picnic Day is taken on the first Monday in November**

By mutual agreement between employer and employee, other days may be substituted for the said days and the union advised accordingly.

- 22.2 A weekly employee shall be paid for public holidays falling on a working day under Clause 22.1 provided that he/she has worked on the day immediately before and the working day immediately after the holiday.

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, he/she shall be paid for the public holiday.



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25. BONING

This agreement may be amended by agreement to provide for boning, slicing and packing categories.

26. GRIEVANCE AND DISPUTES PROCEDURE

The following procedure shall be followed for settlement of grievances:

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

26.1.1 Any employee shall notify the management of any issue, which is likely to give rise to a dispute or grievance.

26.1.2 Upon being notified, the employee concerned, together with the on plant union representatives shall hold discussions concerning the disputed issue or grievance.

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

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

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

27. NEW TECHNOLOGY

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

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

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28. MATERNITY, PATERNITY AND ADOPTION LEAVE

The parties to this agreement shall refer to Chapter 2, Division 3, sub Divisions 1,2,3,4 and 5 of the Industrial Relations Act 1991.

29. SUPERANNUATION

29.1 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, or other agreed fund as elected by the employee.

29.2 Earning means the ordinary rate plus overtime, for shift workers it 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

As per the Redundancy Award.

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31. UNION FEE DEDUCTIONS

The employer shall deduction fees through pay roll deductions and forward such amounts collected to the union on a monthly basis.

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 confined to workplace union representatives

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

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

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

32.1.5 The AMIEU is to provide to the employer any details requested in regards to the training.

33. TRAINING

Consistent with the objectives set out in clause 7.2.3, 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.

34. RELATIONSHIP TO AWARD

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

SIGNED:



Trevor Stever
General Manager
A J Bush & Sons (Yanco) Pty Ltd

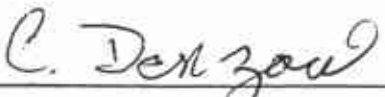
SIGNED:



Alan Smith
Secretary AMIEU (Yanco)



Graeme Loiterton
President AMIEU (Yanco)



CHARLES DONZOW
SECRETARY AMIEU (NSW BRANCH)

