

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/43

TITLE: Blayney Meat Packers Enterprise Agreement 1998

I.R.C. NO: 98/6764

DATE APPROVED/COMMENCEMENT: 18 January 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED: 12 months

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: applies to employees of Blaney Meats Packers at the Blaney Plant in Hill Street, engaged in Slaughtering, offal, chiller, sheep and Lamb Fabrication, Beef boning and livestock departments to the company's facility

PARTIES: Blayney Meat Packers Pty Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

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Enterprise Agreement
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BLAYNEY MEAT PACKERS

ENTERPRISE AGREEMENT

1998

Clause 1 - Preamble

1.0 The parties to this enterprise agreement are Blayney Meat Packers [a division of Anzco Foods (Australia) Pty Limited] (hereafter referred to as the company) and the Australasian Meat Industry Employees Union, New South Wales Branch (hereafter referred to as the Union).

1.1 The agreement shall be binding upon the company and its employees (whether members of the union or not) who are employed in any of the classifications contained herein.

1.2 The agreement shall operate at the company's meat processing facility which is located at Hill Street, in the township of Blayney, New South Wales. It is intended that the agreement will specifically cover employment in the slaughtering, offal, chiller, Sheep and Lamb Fabrication, beef boning and livestock departments of the company's facility.

1.3 This agreement is to be read and interpreted in conjunction with the provisions of the Butcher's Wholesale (Country) Award, to the extent that any matters dealt with in this agreement shall operate to the exclusion of the corresponding provisions in the said award. Where this agreement is silent on a matter however, it shall be taken that the relevant award provisions shall continue to operate.

1.4 The parties to this enterprise agreement declare that it was not entered into under duress.

1.5 This enterprise agreement shall operate from the first full pay period commencing on or after the date of approval by the Industrial Relations Commission of New South Wales and shall have a duration of 12 months after that date.

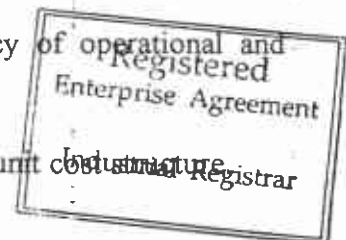
1.6 The intention of the parties in entering into this enterprise agreement is to facilitate the following:

1.6.1 Give employees the opportunity to improve their annual earnings.

1.6.2 Give employees a more consistent weekly wage.

1.6.3 Allow the company to achieve consistency production costs.

1.6.4 Allow the company to improve the present unit cost structure.



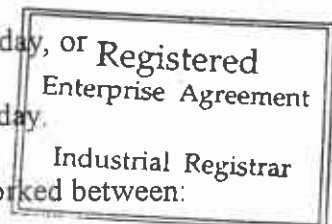
Clause 2 - Terms of Employment

- 2.0 Each employee covered by this agreement shall be employed on either a permanent or casual basis.
- 2.1 The employer shall have the right to terminate the services of an employee, without notice, for serious misconduct, which shall include malingering, neglect of duty and inefficiency.
- 2.2 Trainees, where engaged, shall be employed and paid in accordance with the provisions of the Butchers Wholesale (Traineeships) Award 1997.
- 2.3 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training. The employee shall follow such direction.
- 2.4 Employees may be utilised in any areas of the plant for the duration of the work time, performing any tasks which are within the limits of their skill, competence and training. Payment for such duties shall not be less than the base rate of pay on which the employee is classified, however if the work being performed attracts a higher base rate, the higher rate shall be paid for the time such work is being performed.
- 2.5 All new employees to the company who are engaged in the slaughtering, offal, chiller, Sheep and Lamb Fabrication, beef boning room and livestock areas of the plant shall be employed initially on a probationary basis for a period of three calendar months.
- 2.6 Employees shall process all stock and product which is presented to them within working hours.

Clause 3 - Hours of Work

- 3.1 The ordinary hours of work shall be 40 per week.
- 3.2 The ordinary hours of work for day work may be worked between:
- 3.2.1 5.00am and 8.00pm, Tuesday to Friday, or
- 3.2.2 5.00am and 6.00pm, Monday to Friday.
- 3.3 The ordinary hours of work for afternoon work may be worked between:

- 3.3.1 3.00pm and 3.00am, Tuesday to Friday, or
- 3.3.2 1.00pm and 12.00am, Monday to Friday.



3.4 Work may be altered from a 10 hour Tuesday to Friday arrangement to an eight hour Monday to Friday arrangement or vice versa with one weeks written notice to be given by the company, to the employees.

3.5 Some specialised tasks may require the working of alternate hours to those specified above. Where this is the case, such hours shall be negotiated with the employees concerned. Any agreements which are reached in this manner shall be committed to writing, signed by each of the parties and maintained with the pay roll records. A copy of any agreement done under this paragraph shall also be provided to the plant union secretary.

Clause 4 - Overs and Production Loading

4.0 Overs and plant production loading as prescribed by the Butchers Wholesale (Country) Award shall be replaced by the Employee Incentive System.

Clause 5 - Employee Incentive System

5.0 All employees who are covered by this agreement shall share equally in the employee incentive system. Payment of incentives shall begin from the first carcass of beef and small stock which is processed each day.

5.1 The incentive payment amount for beef slaughtering shall be \$3.00 per head processed and for small stock slaughtering, \$0.60 for each head processed.

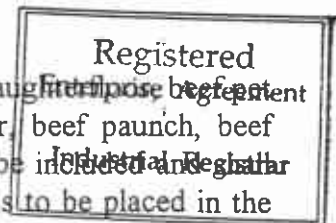
5.2 The incentive payment for beef boning shall be \$5.00 for each body boned.

5.3 The incentive payment for processing chilled lamb shall be \$0.50 per carcass. Rack processing shall be \$0.10 per rack and 6 piece processing shall be \$0.30 per carcass.

5.4 The employee incentive scheme shall be paid as follows:

5.4.1 Beef Processing Areas - all employees on the beef slaughterhouse, beef plant food, beef condemned room, beef hides, beef chiller, beef paunch, beef bibles, beef feet, beef offal and beef livestock are to be included and shall equally share in the daily pool. An amount of \$3.00 is to be placed in the pool for each body of beef which is processed.

5.4.2 Mutton/lamb processing areas - all employees on the mutton slaughterfloor, mutton offal, mutton chillers, mutton tripe, mutton pet food, casings, head room and mutton livestock are to be included in, and shall share equally in the daily pool. An amount of \$0.60 is to be placed in the pool for each body of small stock which is processed.



5.4.3 Beef boning area - all employees located in the beef boning room are to be included in, and shall share equally in the daily pool. An amount of \$5.00 is to be placed in the pool for each body of beef that is boned.

5.4.4 Sheep and Lamb Fabrication area - all employees located in the Sheep and Lamb Fabrication room are to be included in, and shall share equally in the daily pool. An amount of \$0.50 per chilled lamb carcass processed, \$0.10 per rack processed and \$0.30 per 6 piece carcass processed is to be placed in the pool.

5.5 Each employee incentive payment shall be calculated by dividing the total incentive pool for the relevant department by the total number of employees engaged in that department, for the relevant day.

5.6 Employees fail to qualify for the daily incentive payments on any day for which they do not attend for work.

5.7 Employees fail to qualify for the daily incentive payments on any day that they do not complete their full working hours, with the following exceptions:

5.7.1 Consultative committee duties.

5.7.2 Counselling committee duties.

5.7.3 Authorised union duties.

5.7.4 Illness that has been substantiated with a medical certificate.

Clause 6 - Tiered Classification System

6.0 All employees engaged in either the slaughtering, chillers, offal, beef boning, Sheep and Lamb Fabrication and livestock areas will be engaged in accordance with one of the following meat processor levels:

6.0.1 Beef Processor - Beef Slaughterfloor

Meat Processor Level 1 - includes those employees who on any given day are able to competently perform at least 3 of the following tasks:

- Stick, muzzle, hocks.
- First leg, rump.
- Second leg, rump, tail strip.
- Hide puller, saw brisket.
- Hide puller, remove hocks.
- Evisceration, remove kidney fat.
- Saw, tails, trim neck.



An employee who can demonstrate that they are competent to perform ALL of the above mentioned tasks will attract a \$40.00 per week skills payment. If the employee fails to competently perform one of the tasks mentioned above, on any given day, they will forfeit the \$40.00 skills payment. The number of employees who can qualify for the skills payment at one time shall not exceed 4.

Meat Processor Level 2 - includes those employees who can competently perform on any given day any of the following tasks:

- Knocker
- Muslim stick, weasands
- Shackle, open weasand, wash rump.
- Rod, muzzle, de- horn
- Offal separation
- Offal, paunch, & foetus distribution.
- Rover, floor.
- High & low trim, stamp, whiz trim.
- SASTEK, Hennessey Probe
- Trim, grade, Hennessey Probe
- Chillers, back down

Meat Processor Level 3 - includes those employees who can competently perform on any given day any of the following tasks:

- Dentition, trim mid line.
- Tail tags, change over
- Remove and flush head.
- Wash head, drop tongue
- Cheek, drop & wash tongue and cheeks
- Yardsperson
- Stockpersons



6.0.2 Beef Offal Area

Meat Processor Level 2 - includes those employees who can competently perform on any given day any of the following tasks:

- Foetal blood.
- Offal room offal table
- Beef feet
- Beef Offal SASTEK operator
- Tripe room omasum
- Hook room

Meat Processor Level 3 - includes those employees who can competently perform on any given day any of the following tasks:

- Paunch room
- Pet food
- Condemn
- Offal room thin skirt
- Offal room packing
- Offal room tongue and cheeks
- Tripe room mountain chain
- Tripe room trim and pack
- Beef Hides

6.0.3 **Small Stock Processing - Mutton Slaughterfloor**

Meat Processor Level 1 - includes those employees who can competently perform on any given day at least 3 of the following tasks:

- Sticking
- Shackle
- Brisket
- "Y" cut
- Cheek
- Air knife
- Drop socks
- Pull shoulders
- Weasands
- Rip down
- Pelt
- Back hocks
- Hide puller
- Front hocks
- Ring anus
- Evisceration
- Fry out
- Heads and tongues

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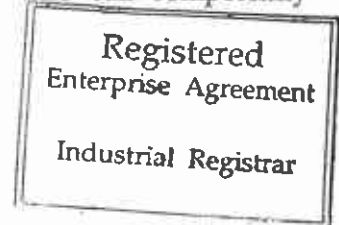
An employee who can demonstrate that they are competent to perform ALL of the above mentioned tasks will attract a \$40.00 per week skills payment. If the employee fails to competently perform one of the tasks mentioned above, on any given day, they will forfeit the \$40.00 skills payment. The number of employees who can qualify for the skills payment at one time shall not exceed 10.

Meat Processor Level 2 - includes those employees who can competently perform on any given day any of the following tasks:

- Stun
- Rod wide to narrow
- Trim after puller
- Tip hide leg
- Tip neck
- Remove thick skirt
- Forequarter bar trim
- Middle flank trim
- Hind leg trim
- Retain and seed trim
- Final check
- Tickets
- Mutton slaughterfloor SASTEK operator
- Labourer Rover

Meat Processor Level 3 - includes those employees who can competently perform on any given day any of the following tasks:

- Hooks and gambrels
- Floor person (stick)
- Shackle foreleg
- Apply weasand clip to colon
- Forequarter trim
- Neck trim
- Floor person (middle)
- Remove casings (viscera)
- Remove pet food (viscera)
- Remove edible offal (viscera)
- Pull fat
- Stamp
- Remove and milk colon
- Neck strings
- Floor person (top floor)
- Remove kidneys
- Invert
- Spreaders
- Stockperson
- Yardsperson



6.0.4 Mutton Offal Area

Meat Processor Level 2 - includes those employees who can competently perform on any given day any of the following tasks:

- Offal senior hand
- Chiller senior hand

Meat Processor Level 3 - includes those employees who can competently perform on any given day any of the following tasks:

- Offal sorter, packer
- Casings worker
- Chiller sorter, packer
- Head wool removal

6.0.5 **Beef Boning**

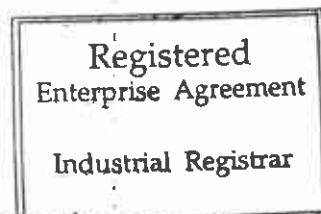
Meat Processor Level 1 - includes those employees who can competently perform on any given day any of the following tasks:

- All boning tasks for all types of beef boning

An employee who can demonstrate that they are competent to perform ALL of the beef boning level 1 and tasks 1 and 2 of the Beef Boning level 2 shall attract a \$40.00 per week skills payment. If the employee fails to competently perform one of the tasks mentioned above, on any given day, they will forfeit the \$40.00 skills payment. The number of employees who can qualify for the skills payment at one time shall not exceed 5.

Meat Processor Level 2 - includes those employees who can competently perform on any given day any of the following tasks:

- Beef slicer
- Sawyer
- SASTEK operator
- Cryovac grader



Meat Processor Level 3 - includes those employees who can competently perform on any given day any of the following tasks:

- Pusher
- Pre trim
- Scales
- Bandsaw operator
- Whiz knife operator
- Packer
- Packer export
- Strapper
- Scales
- Cartons

- CL tester

6.0.6 Sheep and Lamb Fabrication

Meat Processor Level 1 - includes those employees who can competently perform on any given day any of the following tasks:

- Backs, aitch bone legs
- Sawyer
- Bone legs

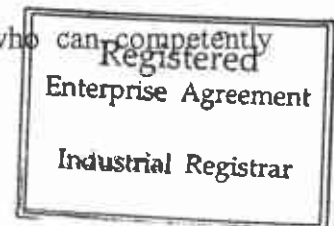
An employee who can demonstrate that they are competent to perform ALL of the Sheep and Lamb Fabrication level 1 and Sheep and Lamb Fabrication level 2 tasks (except SASTEK) will attract a \$40.00 per week skills payment. If the employee fails to competently perform one of the tasks mentioned above, on any given day, they will forfeit the \$40.00 skills payment. The number of employees who can qualify for the skills payment at one time shall not exceed 10.

Meat Processor Level 2 - includes those employees who can competently perform on any given day any of the following tasks:

- Trim legs
- Mark down and remove cap off racks
- Trim shanks, flaps and necks
- Trim square cut shoulders
- Trim saddles
- SASTEK operator

Meat Processor Level 3 - includes those employees who can competently perform on any given day any of the following tasks:

- Pre - trim
- Operate square cut shoulder auto 9000
- Bulk pack breast, flap and trim
- Layer pack fore shanks and neck
- Weigh, bone guard and bag saddles
- Net, drip keeper and bag legs
- Bag and weigh
- Operate vacuum pack machines
- Pack, weight range and label racks, saddles and legs
- Pack square cut shoulders and individually wrapped items
- Carton make up and stamp
- Floor
- Weight range, bone guard and bag.



Clause 7 - Base Rates of Pay

7.0 The following figures represent the applicable base rate of pay for each of the relevant meat processor levels. These rates are based on a 40 ordinary hour working week.

Meat Processor Level 1 - \$600.00 per week

Meat Processor Level 2 (Boning and Sheep and Lamb Fabrication Only) - \$520.00 per week.

Meat Processor Level 2 (All others) - \$500.00 per week.

Meat processor Level 3 - \$450.00 per week

7.1 An employee who performs more than one task on any given day shall be paid at the highest base rate for that day, relevant to the tasks which are undertaken.

Clause 8 - Payment of Wages

8.0 Wages for permanent and casual employees shall be paid weekly on a pay day nominated by the company.

8.1 Payment shall be made by electronic funds transfer to a financial institution of the employee's choice provided that electronic access is available to the nominated institution.

Clause 9 - Employment of Juniors

9.0 Employees under the age of 18 years shall be classified as juniors.

9.1 Juniors are to be paid the rate of pay for the tasks they perform in accordance with clauses 6 and 7 of this agreement.

9.2 Juniors are prohibited from operating machinery.

9.3 Juniors are prohibited from learning to slaughter, bone or slice. ~~this provision, 17 year olds may learn to slaughter, bone or slice if they have the written consent of their parent or guardian and they have successfully passed a medical assessment.~~

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Notwithstanding

Clause 10 - Kit Payment

10.0 In lieu of supplying knives, steels, pouches and stones, employees who are required to use such tools will receive a weekly kit allowance payment as follows:

Meat Processor Levels 1 and 2 - \$2.80 per week

Meat Processor Level 3 - \$2.00 per week

10.1 The securing of knives, steels, pouches and stones is the responsibility of the employee.

10.2 In the event that a management or AQIS representative requires a plastic pouch to be replaced for hygiene purposes, the plastic pouch will be replaced at the Company's expense.

Clause 11 - Safety Equipment

11.0 Employees who have been provided with safety equipment shall wear and use such equipment and all employees shall abide by the safety regulations determined by the employer.

11.1 Failure to adhere to paragraph 11.0 above shall result in disciplinary action being taken against offenders.

11.2 Securing of issued safety equipment is the responsibility of the employee.

11.3 Failure to return to the company safety equipment which has been issued shall result in the cost of such equipment being deducted from the individuals wages.

Clause 12 - Smokos, Lappos and Meal Breaks

12.0 The time for the taking of smokos, lappos and meal breaks shall be agreed for each area, between the employer and the employees concerned.

12.1 The number and duration of the smokos and meal breaks shall be as follows:

First Smoko - 15 minutes

Main meal break (to be taken within 5 hours of the rostered start time). The break to be of 30 minutes duration.

Second smoko (only applicable where 10 ordinary hour arrangement is in place) - 15 minutes.

12.2 Lappos, if taken are to be 5 minutes in duration.

12.3 Smokos are to be taken in paid time.

12.4 Lappos and meal breaks are to be counted as unpaid time.



Clause 13 - Waiting Time, Rates, Penalties and Allowances

13.0 Waiting time has been incorporated into the basic rate.

13.1 All rates, penalties and allowances, except leading hand allowance, have been incorporated into the Employee Incentive System.

Clause 14 - Shortage of Stock

14.0 In the case of shortages of livestock occurring, the parties shall observe the provisions of the Shortage of Livestock clause as contained in the Butchers Wholesale (Country) Award.

Clause 15 - Introduction of New Technology

15.0 The parties agree that the introduction of new technology may impact on the manning levels. Changes to manning levels which are necessitated as a result of the introduction of new technology will be as agreed with the consultative committee.

15.1 The company shall inform the consultative committee as soon as is possible, following a decision that new technology is to be trialed or introduced.

Clause 16 - Sick Leave

16.0 Employees shall accrue the following entitlements to sick leave:

5 days after the first 3 months of full time employment.

10 days on the anniversary date of permanent employment in each successive year.

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16.1 The number of hours of sick leave for which a person shall be paid on each legitimate sick day shall equate to the rostered ordinary hours the employee would have worked, on the day concerned, but for the absence because of sickness.

16.2 Any unused sick leave from one year, shall accumulate and be available to the employee in each successive year of employment.

16.3 An employee who absents him/herself from work for any reason shall notify the employer of such absence no later than 30 minutes after the start of work, on the first day of absence, and as far as possible state the nature of the illness, incapacity or absence and the estimated duration of same. If the employee is to be absent for more than one day due to personal illness/injury, they will be required to provide the company with a medical certificate which states the nature of the illness/injury, the duration that the employee will be absent from work and the date that the employee will be fit to resume normal duties. A failure by an employee to adhere to these requirements shall result in the employee concerned not being eligible for the payment of sick leave for the day(s) concerned.

16.4 Sick leave entitlements which an employee has accumulated, in excess of 100 hours, shall be paid out at the employee's request, when approved annual leave in excess of 1 week is being taken.

16.5 Sick leave payments shall be calculated by reference to the employee's applicable base rate of pay only.

Clause 17 - Attendance Counselling Procedure

17.0 It is agreed by the parties that the attendance counselling procedure which was established with the assistance of the Industrial Relations Commission of New South Wales in 1989 shall be retained.

Clause 18 - Annual Leave

18.0 Annual leave shall be accrued in accordance with the Annual Holidays Act 1944.

18.1 Annual leave shall be taken, as approved by the company, during annual shut downs.

18.2 Annual leave will only be granted in exceptional circumstances outside of periods of annual shut down. In such cases approval must be obtained by the employee, from the immediate supervisor and the Personnel Manager.

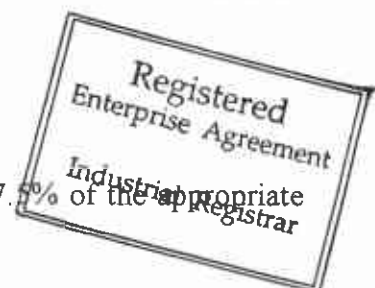
18.3 Annual leave shall be paid at the average weekly ordinary rate of pay, calculated over the immediately preceding 12 months, as prescribed by the Annual Holidays Act 1944, provided that in no case shall an employee receive less than their base rate for annual leave purposes.

18.4 For the purposes of this agreement, annual shut down may include such circumstances as seasonal downturns, shortages of suitable livestock for processing and climatic conditions.

18.5 The company shall, wherever possible, provide employees with one calendar months notice of the requirement to take their annual leave.

Clause 19 - Annual Leave Loading

19.0 Annual leave loading shall be calculated at the rate of 17.5% of the appropriate annual leave payment.



Clause 20 - Rostered Days Off (RDO's)

20.0 RDO's shall accrue in accordance with the relevant provisions of the Butchers Wholesale (Country) Award.

20.1 RDO's are to be taken, as approved, during the annual shut down.

20.2 RDO's will only be granted in exceptional circumstances outside of the annual shut down. In such cases approval must be obtained by the employee, from the immediate supervisor and the Personnel Manager.

20.3 RDO's shall be paid at the average weekly ordinary time rate of pay (inclusive of incentive payments) calculated by reference to the immediately preceding 12 months of employment.

20.4 RDO's which have not been taken by an employee by the 30 September in each year, will be paid out to the employee(s) concerned as a cash payment, on the second pay day in October of the same year.

Clause 21 - Long Service Leave

21.0 Long service leave shall accrue and be paid in accordance with the Long Service Act 1955.

Clause 22 - Maternity, Paternity and Adoption Leave

22.0 The company shall grant maternity, paternity and adoption leave to eligible employees in accordance with the provisions of the Industrial Relations Act 1996.

Clause 23 - Compassionate Leave

23.0 The provisions of the Butchers Wholesale (Country) Award shall be observed.

Clause 24 - Family Leave

24.0 The provisions of the Butchers Wholesale (Country) Award shall be observed.

Clause 25 - Overtime

25.0 All payments for overtime worked shall be calculated in accordance with the relevant provisions of the Butchers Wholesale (Country) Award.

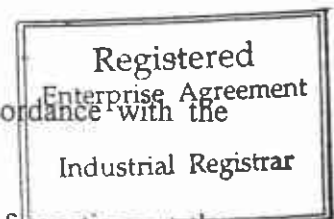
25.1 The employer may require employees to work up to one hour of overtime, at the end of each rostered shift provided that the employer has given the employees at least one hour of notice that the said overtime is required.

25.2 Notwithstanding paragraph 25.1, the employer may require employees to work more than 1 hour of overtime at the end of each rostered shift, provided that the employer has given the employees at least 4 hours notice that such overtime is required.

25.3 Employees shall comply with any requirement of the employer regarding the working of overtime.

Clause 26 - Grievance and Dispute Procedure

26.0 The provisions of the Butchers Wholesale (Country) Award shall be observed.



26.1 The consultative committee shall form the nucleus of the disputes committee.

Clause 27 - Termination, Change and Redundancy

27.0 The provisions of the Butchers Wholesale (Country) Award shall be observed.

Clause 28 - Seniority

28.0 Seniority shall be observed on a sectional seniority basis except in cases of an employee(s) who has specialised skills in which case such an employee may be given priority out of seniority.

Clause 29 - Cancellation of Previous Written or Unwritten Agreements

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

Signatories

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



SIGNED for and on behalf of Blayney Meat Packers:

[Handwritten signature]
.....
(Signature)

9 Dec 98
.....
(Dated)

In the presence of:

Matt When
.....
(Witness)

SIGNED for and on behalf of the Australasian Meat Industry Employees Union (New South Wales Branch):

B. George
.....
(Signature)

8 Dec 98
.....
(Dated)

In the presence of:

Wayne J. When
.....
(Witness)

C. Donzau

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

CORAM: WALTON J., Vice-President

18 January 1999

Matter No. IRC 6764 of 1998

BLAYNEY MEAT PACKERS ENTERPRISE AGREEMENT 1998

Application by the National Meat Association of New South Wales for approval of enterprise agreement

EX TEMPORE JUDGMENT

This is an application by the National Meat Association of Australia, New South Wales Division, for approval of an enterprise agreement known as the Blayney Meat Packers Enterprise Agreement 1998.

The parties to the enterprise agreement are Blayney Meat Packers, a division of Anzco Foods Australia Pty Limited, and the Australasian Meat Industry Employees' Union, New South Wales Branch.

The applicant filed and relied upon documentation required by the Industrial Relations Act 1996, namely a statement of particulars accompanying the application for approval, and an affidavit of Debbie Yates sworn 16 December 1998, which affidavit included the requisite compliance statement and a comparison of provisions between the enterprise agreement and the Butchers Wholesale (Country) Award.

The enterprise agreement applies to employees of the Blayney Meat Packers who are engaged in the processing section of the plant. This area of the

operations of Blayney Meat Packers is distinguishable from employees engaged in the load out area, the rendering area, the clerical activities and maintenance activities. It is submitted by the parties that the processing plant operation is a distinct operational unit for the purposes of s35(2) of the Act. In my view this submission is well founded and the enterprise agreement meets the requirements of s35(2) of the Act.

The enterprise agreement prevails over the Butchers Wholesale (Country) Award wherever the enterprise agreement deals with the same matters provided for in the award.

Clause 29 of the enterprise agreement provides that:

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

There are, in fact, no appendices to the enterprise agreement. However, in submissions the parties explained that there were unwritten site agreements which were effected by the operation of clause 29, in particular some unwritten arrangements concerning manning and tally arrangements and other local arrangements (which had arisen over time and which were recorded in the minutes of the relevant consultative committee). I note that, in particular, clause 5 of the enterprise agreement provides an employee incentive scheme which replaces traditional tally arrangements.

In addition to the agreement having been reached in negotiations between the parties to the enterprise agreement, the agreement was approved by employees of the applicant affected by the agreement. Ms Yates in her affidavit deposes that:

"The agreement was negotiated via a consultative committee which consisted of company and employee/union representatives. Via the extensive consultation that took place there can be assured that the parties understand the effect of the agreement."

In submissions before the Commission today the parties advised that on 21 October 1998 the opinion of employees affected by the agreement was obtained by a secret ballot under the scrutiny of representatives of the Blayney Local Council. The Commission was advised that 70 per cent of the employees approved the agreement in that secret ballot.

Having heard the parties, I am satisfied that the enterprise agreement meets the requirements of the Act and the principles for approval of enterprise agreements promulgated by this Commission on 19 December 1996. I also note that the agreement offers the following benefits to Blayney Meat Packers and its employees:

1. Giving employees the opportunity to improve annual earnings;
2. Giving employees a more consistent weekly wage;

3. Allowing the company to achieve consistency of operation and production costs; and
4. Allowing the company to improve the present unit cost structure.

Accordingly, the Commission approves the enterprise agreement. It shall operate from the first full pay period commencing on or after 18 January 1999.

I draw to the attention of the parties the provisions of Practice Direction No. 3 which was published in the New South Wales Industrial Gazette on 18 December 1998, that publication appearing in Volume 307, Part 7, of the Industrial Gazette of New South Wales.
