

ENTERPRISE AGREEMENT

NO: E.A. 290 /1993

DATE REGISTERED: 17-9-93

PRICE: \$ 18-00

BLAYNEY ABATTOIRS PTY LTD

RENDERING/BY PRODUCTS ENTERPRISE AGREEMENT

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**CLAUSE 1 - PREAMBLE**

- (i) The parties to this Enterprise Agreement are Blayney Abattoirs Pty Ltd (hereinafter referred to as the Company) and employees of the said Company employed in the rendering/by products department, excluding managerial persons responsible for the overall management of the said department.
- (ii) This Enterprise Agreement will apply only to the said rendering/by products department of the Company and as is located on the abattoir premises at Hill Street, in the Township of Blayney, New South Wales.
- (iii) This Enterprise Agreement shall apply to the complete exclusion of the Butchers' Wholesale (Country) Award and its successors as may be made from time to time.
- (iv) The parties to this Enterprise Agreement declare that it was not entered into under duress.
- (v) This Enterprise Agreement has a nominal term of 12 months to commence from the day upon which it is Registered by the Industrial Registrar as a legal agreement pursuant to the Industrial Relations Act 1991.

**CLAUSE 2 - TERMS OF EMPLOYMENT**

- (i) Each employee shall be engaged on a permanent basis.
- (ii) Employees shall be paid by the week, and, except in the case of misconduct, justifying summary dismissal, the employment may be terminated by one weeks notice on either side given on any working day with the right to the payment of/or the forfeiture of one weeks wages in lieu thereof.
- (iii) 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 up to the time of dismissal only.
- (iv) An employee who absents himself/herself from work for any reason shall notify his/her employer not later than 30 minutes before his/her rostered finishing time 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 the same.
- (v) An employer may direct an employee to carry out such duties as are within the limits of an employees skill, competence and training: the employee will follow such direction.
- (vi) New employees may be engaged for a period of 3 months on a probationary basis, subject to the provisions as set out in Clause 4, Wage Rates, of this Enterprise Agreement.

**CLAUSE 3 - HOURS OF WORK**

- (i) The ordinary hours of work shall be 40 hours per week.
- (ii) The ordinary hours may be worked at any time on the days Monday to Friday inclusive.
- (iii) Each employee shall be advised at the completion of each week of their rostered ordinary hours for the following week.

**CLAUSE 4 - WAGE RATES**

- (i) The ordinary weekly wage for employees shall be as follows:-
- (a) Rendering/By-Product Employee - \$500.00
  - (b) Designated Leading Hand - \$520.00
  - (c) Probationary Employee - \$450.00
- (ii) In addition to the weekly wage rates as set out above, employees shall receive an Extra Hours Allowance each week on the following basis:-
- (a) Rendering/By-Product Employee - \$60.00
  - (b) Designated Leading Hand - \$60.00
  - (c) Probationary Employee - \$50.00

Such allowance to be payable for all purposes of this agreement.

(iii) **Probationary Employee - Definition**

- (a) Any new employee shall serve a 3 month qualifying probationary period in order to ascertain their suitability to the job. At the completion of such period, a decision to re-classify the employee to a permanent position shall be made after consideration of their performance during the probationary period. Matters to be taken into consideration shall include, but not be limited to the following:-
- (1) Ability to do the job to management's satisfaction and requirements.
  - (2) Level of co-operation and ability to work as part of a team.
  - (3) Conduct.
  - (4) Attendance record - including punctuality and absenteeism.
- (b) At the expiration of the 3 month probationary period, an employee who is determined by the Company to be unsuitable, may be terminated pursuant to subclause (ii) of Clause 2, Terms of Employment. The rights of the Company to summarily dismiss an employee for misconduct, refusal of duty, inefficiency, malingering or neglect of duty are not affected by this subclause.
- (c) The Company undertakes that the provisions of this subclause will not be abused for the purpose of obtaining cheap labour of a temporary nature.

**CLAUSE 5 - EXTRA-ORDINARY PRODUCTION AND WEEKEND WORK**

- (i) Where required, any work done on a Saturday or Sunday shall be paid at a rate of \$14.00 per hour with a minimum payment of 3 hours.
- (ii) In the case of extra work arising from extra-ordinary production requirements, employees shall be paid at the rate of \$14.00 for each hour of such extra work.

- (iii) **Extra-Ordinary Production** is defined as the extra work which is required when the by-products plant is required to process product from Wodonga Abattoir, in addition to its own weekly production.

#### CLAUSE 6 - ANNUAL LEAVE

Employees shall receive annual leave entitlements pursuant to the Annual Holidays Act 1944.

#### CLAUSE 7 - LONG SERVICE LEAVE

Employees shall receive long service leave entitlements pursuant to the Long Service Leave Act 1955.

#### CLAUSE 8 - OCCUPATIONAL SUPERANNUATION

The Company shall make Occupational Superannuation contributions on behalf of all employees, pursuant to the provisions of the Federal Government's Superannuation Guarantee Charge.

#### CLAUSE 9 - PUBLIC HOLIDAYS

- (i) The following days shall be holidays for the purpose of this Agreement: New Year's Day, Australia Day, Good Friday, Anzac Day, Easter Monday, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and the picnic day of The Australasian Meat Industry Employee's Union, (New South Wales) Branch, namely, the first Monday in November and any day proclaimed a holiday for the State. By agreement between the Company and the employees concerned, other days may be substituted for the said days.
- (ii) An employee shall be entitled to be paid for holidays falling on a working day under this clause; provided that he/she shall have worked on the working day immediately preceding and the working day immediately following the holiday; provided further that this subclause shall not disentitle an employee to be paid for a public holiday not worked where the employee did not work on the working day immediately preceding and the working day immediately following the holiday if the employer is satisfied that the employee's non-attendance, on either or both of these days, was due to the employee's illness.
- (iii) Any employee required to work on any of the holidays as prescribed shall receive payment at the rate of \$14.00 per hour for all time worked. Such payment to be in addition to payment for the said holiday.

#### CLAUSE 10 - SICK LEAVE

An employee who, after not less than three months' continuous service in his/her current employment with the employer, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the Workers' Compensation Act, 1987), received in the said employment not due to his/her own serious and wilful misconduct, shall be entitled to be paid for such non-attendance the amount of his/her ordinary time rate of pay.

- (i) Where an employee is absent from duty by reason of incapacity due to injury arising out of or in the course of his/her employment and is receiving compensation under the Workers' Compensation Act, 1987, the employer shall pay to such employee, if he/she so requests in addition to such compensation, the difference between the amount of the compensation and his/her ordinary time rate of pay.

- (ii) a) He/she shall, not later than 30 minutes before his/her rostered finishing time on the first day of such absence, inform the employer of his/her inability to attend for duty, and as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.  
  
b) He/she shall, where practicable notify the employer of his/her intention to resume work after absence, no later than half an hour prior to the ceasing time of plant operations on the working day before the day of intended resumption of work. If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for duty, he/she shall notify the employer forthwith to this effect and as far as it is practicable state the estimated duration of the further absence.
- (iii) For the purpose of ascertaining whether or not an employee is or has been ill and the particulars thereof (including where applicable, the estimated duration of the absence) the employer through any person appointed by it to interview employees for the purpose stated, shall have the right to interview any employee who is or has been absent from duty. Where a person so appointed is a legally qualified medical practitioner the right to interview an employee shall include the right to examine the employee.
- (iv) He/she shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Relations Commission), that he/she is or was unable, on account of such illness or incapacity to attend for duty on the day or days for which payment under this clause is claimed.
- (v) He/she shall not be entitled in respect of his/her first year of continued employment to sick pay or pay supplementary to workers' compensation to more than a total amount equivalent to payment for 1 week but not exceeding 40 ordinary working hours. Any period of paid sick leave or pay supplementary to workers' compensation allowed by the employer to an employee in any such first year shall be deducted from the period of leave which may be allowed or carried forward under this agreement in respect of such year.
- (vi) He/she shall not be entitled in respect of his/her second or subsequent years of continued employment to sick pay or pay supplementary to workers' compensation to more than a total amount equivalent to payment for 2 weeks but not exceeding 80 ordinary working hours.  
  
Any period of paid sick leave or pay supplementary to workers' compensation allowed by the employer to an employee in any such year shall be deducted from the period of leave which may be allowed or carried forward under this agreement in respect of such year.
- (vii) The rights under this clause shall accumulate from year to year so long as his/her employment continues with the employer, whether under this or any other agreement, so that any part of sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of such continued employment. Any rights which accumulate pursuant to this subclause shall be available to the employee for a period of five years, but for not longer, from the end of the year in which they accrue.
- (viii) For the purpose of this clause, continuous service shall be deemed not to have been broken by-
  - (a) any absence from work on leave granted by the employer; or

(b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee: provided that any time so lost shall not be taken into account in computing the qualifying period of three months.

- (ix) Service before the date of coming into force of this Agreement shall be counted as service for the purpose of qualifying thereunder.

**CLAUSE 11 - COMPASSIONATE LEAVE**

- (i) An employee shall, on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law or grandparents, be entitled on notice to leave and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work in respect to the employee's wife, husband, father, mother, child, or stepchild and one ordinary day's work in respect of the employee's brother, sister, mother-in-law, father-in-law or grandparents.

Such notice shall be given by the employee to the employer prior to the commencement of compassionate leave, and proof of such death shall be furnished by the employee to the satisfaction of his/her employer; provided however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

- (ii) For the purpose of this clause, the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

**CLAUSE 12 - MATERNITY, PATERNITY AND ADOPTION LEAVE**

- (i) Each employee shall be entitled to either Maternity, Paternity or Adoption Leave subject to the applicable provisions of the Industrial Relations Act 1991.

**CLAUSE 13 - MEAL BREAKS**

- (i) Employees shall be allowed a break for a meal during ordinary working hours at a time to be mutually arranged between the employee and his/her supervisor.

The meal break shall be of 30 minutes duration and shall not be counted as working time.

**CLAUSE 14 - PAYMENT OF WAGES**

- (i) Employees shall be paid by electronic funds transfer on the normal pay day of the Company each week.

**CLAUSE 15 - CLOTHING**

- (i) The Company shall supply work clothes at no cost to the employee. Such clothing shall remain the property of the employer and the employee shall take reasonable care of the clothing.

- (ii) In the event that the Company launders the said clothing, it will be the employees responsibility to collect and return the clothing issued in his/her time, to a place on the employers premises and as nominated by the employer.

- (iii) Where the employee fails to take reasonable care or fails to return any clothing, the employer may recover from the employee concerned, the value of such clothing or may deduct such value from any moneys payable to such employee.

CLAUSE 16 - SAFETY EQUIPMENT

- (i) 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.

CLAUSE 17 - GRIEVANCE AND DISPUTE PROCEDURES

(i) 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 they so choose, can elect to allow their elected delegate to represent them.

STEP 2 If the grievance or 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, but, where practicable in writing to the 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.

(ii) 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 they so choose, can elect to allow their elected delegate to represent them.



- STEP 2 If the dispute or 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 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, but, where practicable in writing to the 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 In respect to this disputes procedure from the moment the dispute is notified to management in accordance with Step 5, a 10 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 10 days shall be by agreement or as may be ordered.
- STEP 7 The employees and the Management agree to abide by the terms and conditions of this Enterprise Agreement, and all time lost for meetings called by employees concerning "on site problems" shall be made up.
- STEP 8 In the event of any alleged serious safety or unsafe working condition additional to normal and accepted work practices at the Plant, the Management shall immediately investigate any such allegation in consultation with the Chairperson of the Safety Committee.
- STEP 9 If an employee is dismissed in accordance with Clause 2, Terms of Employment, of this Agreement 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. No stoppage of work, bans or limitations will take place while the matter is referred to the Industrial Relations Commission.

THE COMMON SEAL of BLAYNEY  
ABATTOIRS PTY LTD was hereto  
affixed in accordance with its  
Articles of Association in the  
presence of:



Signed by the following employees  
party to said agreement

Director

Secretary

Dated 9th August 1993

  
\_\_\_\_\_  
Kevin James Watson  
\_\_\_\_\_  
Witness  
\_\_\_\_\_  
Kerry Thomas Hobby  
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Witness  
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Ian Francis Hobby  
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Witness  
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Robert George Murray  
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Witness  
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Rodney Scott Woods  
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Witness  
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James Andrew Gillian  
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Witness  
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Ronald McLeod  
\_\_\_\_\_  
Witness

Dated 9th August 1993