

ENTERPRISE AGREEMENT

NO: E.A. 247 /1995

DATE REGISTERED: 17 July 1995

PRICE: \$ 76-00

D. R. JOHNSTON GROUP PTY LIMITED

a Subsidiary of

AUSTRALIA MEAT HOLDINGS PTY LIMITED

THE GUYRA MEATWORKS

ENTERPRISE AGREEMENT

1. TITLE

THIS AGREEMENT SHALL BE KNOWN AS

**THE GUYRA MEATWORKS
ENTERPRISE AGREEMENT**

2. ARRANGEMENT

CLAUSE NO.		PAGE NO.
1	TITLE	2
2	ARRANGEMENT	3-5
3	DEFINITIONS	6
4	APPLICATION	7-8
	4.1 Parties Bound	7
	4.2 Absence of Duress	7
	4.3 Duration	7
	4.4 Relationship to Other Awards	7
	4.5 Savings	7
	4.6 Not to be Used as Precedent	7
	4.7 Future Agreements	8
	4.8 No Extra Claims	8
5	CONSULTATIVE COMMITTEE	9
	5.1 Introduction	9
	5.2 Objectives	9-10
	5.3 Composition of Committee	10
	5.4 Meetings	10
	5.5 Chairperson	10
	5.6 Secretary	10
	5.7 Recording of Minutes	10
	5.8 Training	11
	5.9 Independent Specialists	11
	5.10 Committee Members Rights and Duties	11
6	GRIEVANCE/DISPUTE PROCEDURE	12
7	FORMS OF EMPLOYMENT	13
	7.1 Weekly Employment	13
	7.2 Part Time Employment	13
	7.3 Casual Employment	13-14
	7.4 Job Sharing	14
	7.5 Use of Contractors	14

2. ARRANGEMENT (Contd)

CLAUSE NO.		PAGE NO.
8	CONTRACT OF EMPLOYMENT	15-16
	8.1 Conditions of Employment	15-16
	8.2 Termination of Employment	16
	8.3 Suspension of Employment	16
	8.4 Notification of Absence	16
9	HOURS OF WORK	17-19
	9.1 Ordinary Hours	17
	9.2 Meal Breaks	17
	9.3 Relief Periods	17
	9.4 Production Time Guarantee	17-19
	9.5 Additional Production	19
10	WAGES	20-23
	10.1 Wages	20
	10.2 Mixed Functions	20
	10.3 Juniors	20
	10.4 Training	20
	10.5 Overtime	21
	10.6 Public Holidays	21
	10.7 Occupational Superannuation	21-22
	10.8 Payment of Wages	22
	10.9 Time and Wage Records	22
	10.10 Guaranteed Annual Income	22-23
11	EMPLOYMENT PROTECTION	24
12	LEAVE ARRANGEMENTS	25-26
	12.1 Annual Leave	25
	12.2 Sick Leave	25
	12.3 Compassionate Leave	26
	12.4 Parental Leave	26
	12.5 Long Service Leave	26
13	CLASSIFICATION & CAREER PATHS	27

2. ARRANGEMENT (Contd)

CLAUSE NO.		PAGE NO.
14	<p>WORK ORGANISATION</p> <p>14.1 Work Flexibility</p> <p>14.2 Changes to Working Arrangements</p> <p>14.3 Special Occasions</p> <p>14.4 Self Regulation</p> <p>14.5 Change of Work Stations</p> <p>14.6 Team Work</p> <p>14.7 Quality Management</p>	<p>28-29</p> <p>28</p> <p>28</p> <p>28</p> <p>28</p> <p>29</p> <p>29</p> <p>29</p>
15	<p>CONTINUOUS IMPROVEMENT AND BEST PRACTICE</p> <p>15.1 Performance Measures/Indicators</p> <p>15.2 New Technology</p>	<p>30</p> <p>30</p> <p>30</p>
16	<p>OCCUPATIONAL HEALTH & SAFETY</p>	<p>31</p>
17	<p>SIGNATORIES TO THE AGREEMENT</p> <p>17.1 The Company</p> <p>17.2 The Employees</p>	<p>32-38</p> <p>32</p> <p>33-38</p>

3. DEFINITION

- 3.1 "Act" shall mean the NSW Industrial Relations Act 1991
- 3.2 "Commission" shall mean The NSW Industrial Relations Commission.
- 3.3 "Company" shall mean D R Johnson Group Pty Limited, a subsidiary of Australia Meat Holdings Pty Limited
- 3.4 "Double time" shall mean one fortieth of the Total Weekly Rate for the appropriate level pursuant to Clause 10 of this Agreement increased by 100%.
- 3.5 "Employer" shall mean D R Johnson Group Pty Limited
- 3.6 "Lost time" shall mean any period of time in actual working hours during which normal production is not being processed.
- 3.7 "Ordinary Hourly Rate" shall mean one-fortieth of the Total Weekly Rate for the appropriate level pursuant to Clause 10 of this Agreement.
- 3.8 "Related Company" includes Australia Meat Holdings Pty Limited and any of its subsidiaries, holding company, or related companies
- 3.9 "Special Occasion" means an occasion deemed to be such by the parties to this Agreement.
- 3.10 "Time and one half" shall mean one-fortieth of the Total Weekly Rate for the appropriate level pursuant to Clause 10 of this Agreement increased by 50%.
- 3.11 "Total Weekly Rate" is the relevant total All Purpose Weekly Wage Rate provided for in Clause 10 of this Agreement. Those rates incorporate all award, over award and non-award payments which might otherwise be payable.

Without limiting the generality of this definition, it is specifically acknowledged that the Total Weekly Rate is payable in lieu of any and all entitlements by way of wages (for 40 hours per week), allowances, tallies, loadings, annual leave loadings, Special Rates and Disability Allowances provided for in any previous award or the Act and all site disabilities not provided for in any previous award.

- 3.12 "Unauthorised stoppage of work" means and includes any strike, stoppage of work, ban, limitation, work to rule campaign, "go slow", darg, picket or boycott, not authorised by the employer, in which one or more employees, covered by the Agreement, take part.
- 3.13 "Week" shall mean Monday to Sunday inclusive.
- 3.14 "Year" shall mean the twelve (12) month period from March 29 1995 and the anniversary date thereof.

4. APPLICATION

4.1 Scope and Incidence

4.1.1 Parties to the Agreement

This Agreement is made in accordance with the provisions of Sections 115-142 of the Act. The parties to this Agreement are the Company and the employees of the Company for whom rates of pay and general conditions of employment are prescribed herein.

4.1.2 The Enterprise

The Enterprise for which the Agreement was made is the Guyra Abattoir, located at New England Highway, Guyra, New South Wales.

4.1.3 Trades/Occupations

The trades/occupations covered by this Agreement are those which were previously covered by the Butchers' Wholesale (Newcastle & Northern) Award.

4.2 Absence of Duress

Each party declares that this Agreement was not entered into under duress.

4.3 Duration

This Agreement shall be registered under the provisions of the Act and remain in force for a period of twenty-four months from the date of such registration.

4.4 Relationship to Other Awards

This Agreement covers exclusively the terms and conditions of employment of those employees bound by it, and is in lieu of all prior agreements, determinations or awards covering the said employees and shall over-ride any other award made during its operation.

4.5 Savings

No right conferred on, or obligation or liability incurred by the employer or an employee in accordance with the provisions of the Butchers' Wholesale (Newcastle and Northern) Award shall be affected by the making of this Agreement. Provided that as from the date of the making of this Agreement, all rights, obligations and liabilities shall accrue in accordance with this Agreement.

Chow
SD *CS* *AD* *A*

4.6 Not to be Used as Precedent

4.6.1 This agreement shall not be used to obtain similar arrangements or benefits in any other enterprise of the Company or a related Company.

4.6.2 Without limiting the effect of paragraph 4.5.1 hereof, the parties recognise that historical differences exist in working conditions throughout the Company and related Companies, and the parties are committed to not imposing additional cost to business unit/s in order to standardise working conditions or wages.


4.7 Future Agreements

4.7.1 The parties agree to commence negotiations on a new Agreement no later than six (6) months prior to the termination date of this Agreement. During the six months deliberation period the parties will meet in order to seek agreement/resolution of any issues.

4.7.2 There shall be no unauthorised stoppages of work during that period.

4.8 No Extra Claims

The parties undertake that during the period of operation of this Agreement, there shall be no further wage increases sought or granted.

Edwards
SD *Ed*  

5. CONSULTATIVE COMMITTEE

5.1 Introduction

The overall purpose in forming the Consultative Committee is to improve the productivity of this operation by providing an environment that will lead to better communication and consultation between employees, their union and management.

5.2 Objectives

The objectives will be to improve not only the standard of working life but also the overall performance of all employees with the ultimate aim of maintaining and where possible, improving the company's competitiveness both nationally and internationally with the consequential improvement in job security.

In turn the provision of greater job satisfaction will be achieved by developing and increasing employees overall skills while at the same time offering new and advanced employment opportunities.

These objectives are seen by all parties to be mutually beneficial.

5.2.1 Specific objects of the Committee include:

- (a) provide a forum for discussion on matters of mutual concern;
- (b) prevent disputes occurring on the plant;
- (c) if appropriate, make recommendations to management and the employees on matters discussed;
- (d) improve industrial relations at the plant;
- (e) develop through consultation an improved system of training aimed at providing multi-skilling of employees;
- (f) develop through consultation a workplace skills register to record the individual skills of employees, thereby ensuring proper recognition of individual skills to be incorporated into a national register;
- (g) introduce through consultation, an improved work environment with more rewarding job satisfaction in the workplace;
- (h) improve through consultation, the efficiency, productivity and competitiveness of the Company for the collective benefit of the parties;
- (j) The introduction of new technology and associated employee training.

- (k) Discuss ways to improve Occupational Health and Safety at the enterprise but such discussions shall not impinge on the role and function of the existing Occupational Health and Safety Committee established under the Occupational Health and Safety Act 1983; and
- (l) from time to time negotiate an enterprise agreement or an enterprise flexibility agreement in respect of the plant, with a view to having it ratified or approved as the case may be, under the Act.

5.2.2 In all its deliberations, the Committee shall take into account the effect of any proposal on the welfare of employees and the productivity and efficiency of the plant.

5.3 Composition of Committee

5.3.1 The Committee shall be comprised of an equal number of representatives, not exceeding 4, of the employer and the employees, the number to be agreed between the parties.

5.3.2 The employer representatives shall be appointed by the employer and the employee representatives shall be employees appointed or elected by employees of the plant.

5.4 Meetings

The Committee shall meet during ordinary hours and at such times and frequency and for such duration as the employer may agree, taking into account production requirements of the plant. The Committee should meet regularly.

5.5 Chairperson

The Chairperson is to be elected from within the Committee and will be rotated on an annual basis or such other basis as may be agreed.

5.6 Secretary

A secretary will be appointed from within the committee. Such a person should have note-taking skills and be an active member of the Committee.

5.7 Recording of Minutes

Minutes shall be recorded at each meeting and shall be circulated to committee members and displayed on notice boards within five working days after the meeting.

These minutes are to be verified at the meeting and this verification recorded as the first item on the agenda.

C. Lawrence
SD *EL* *[Signature]* *CH*

5.8 Training

5.8.1 Subject to the requirements of the Company, all members of the Committee may from time to time require relevant training, the range of which is to be decided by the Committee with a view to ensuring all members have the opportunity to perform to the best of their ability.

5.8.2 The Consultative Committee will be responsible for reviewing training programs to ensure that each program meets the needs of the organisation and the employees in respect of skills development.

5.9 Independent Specialists

The committee shall have the right to recommend the engagement of specialists and experts for the purpose of facilitating speedy decisions with regard to the matters in dispute.

5.10 Committee Members Rights and Duties

All members of the Committee are to carry out their duties in a responsible and honest manner in the spirit of this Agreement:

- To come to the meeting prepared, having read the minutes of the previous meeting.
- To represent the views and opinions of the people the committee members represent.
- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts.
- Seeking the views of fellow employees on issues to be discussed by the Committee.
- Providing accurate feedback to fellow employees on the decisions, discussions and progress of the Committee.
- Encouraging and assisting fellow employees to submit agenda items.
- Providing explanations of items recorded in the minutes.
- When required maintain confidentiality on any matter determined by the Company to be of a confidential nature.

C. Lane
SD *Gf.* *[Signature]* *[Signature]*

6. GRIEVANCE/DISPUTE PROCEDURE

- 6.1 While this Agreement remains in force, no employee or employees shall, in any circumstances participate in an unauthorised stoppage of work, as defined.
- 6.2 In the event of an industrial dispute or claim arising concerning any aspect of the terms and conditions of employment, the dispute shall be dealt with in the following manner:
 - 6.2.1 As soon as practicable after the dispute or claim has arisen, the employee concerned shall take the matter up with his or her immediate supervisor affording him or her the opportunity to remedy the cause of the dispute or claim.
 - 6.2.2 Where any such attempts at settlement have failed, or where the dispute or claim is of such nature that a direct discussion between the employee and his or her immediate supervisor would be inappropriate, the employee shall notify a duly authorised representative of his or her Union who, if he or she considers that there is some substance in the dispute or claim, shall forthwith take the matter up with the employer or its representative.
 - 6.2.3 If the matter is not settled it shall be referred to the Consultative Committee for further discussion.
 - 6.2.4 If the matter is not settled it shall be referred to a Private Mediator. A panel of private mediators acceptable to both management and employees shall be established, and one member shall be selected from this panel to mediate each matter. The cost of engaging the mediator shall be borne equally by management and employees.
 - 6.2.5 If the matter is not settled it shall be submitted to the New South Wales Industrial Relations Commission, which shall endeavour to resolve the issue between the parties by conciliation.
 - 6.2.6 Without prejudice to either party, work shall continue in accordance with this Agreement.
- 6.3 Where an industrial dispute or claim involves an individual employee and the matter has not been resolved at the conclusion of discussions, the employer must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy.

7. FORMS OF EMPLOYMENT

7.1 Weekly Employment

- 7.1.1 Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual, part-time or job share employee shall be deemed to be employed by the week.
- 7.1.2 The ordinary hours of work for a weekly employee shall be 40 hours per week, except for the purpose of making up lost time in accordance with Clause 9.4, whereby hours may be averaged over a 52 week period so as not to exceed an average of 40 hours per week.

7.2 Part-Time Employment

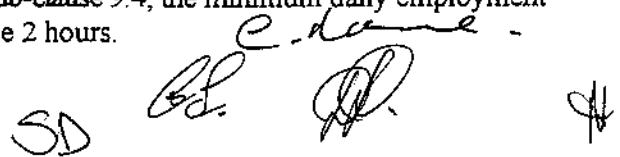
- 7.2.1 The ordinary hours of work for a part time weekly employee shall be less than 40 hours per week to be worked at such times and for such periods as are agreed between the employer and the employee.
- 7.2.2 A part-time employee shall be paid the Ordinary Hourly Rate for the appropriate level in which the employee is employed pursuant to Clause 10.
- 7.2.3 A part time employee shall receive pro rata payment for annual leave, sick leave, public holidays, and long service leave and any other Agreement entitlements of a weekly employee, provided that such pro rata entitlement shall only apply to those days on which a part-time employee would otherwise be required to work.
- 7.2.4 In all other respects, except as otherwise specifically provided, the provisions of this Agreement shall apply.

7.3 Casual Employment

A Casual Employee is an employee employed by the hour and whose employment terminates at the conclusion of each period of employment.

The following provisions shall apply to a casual employee to the exclusion or modification, as the case may be, of other relevant provisions of this Agreement:

- 7.3.1 The ordinary hours of work of a casual employee shall be up to 40 hours per week to be worked at such times and for such periods as are agreed between the employer and the employee.
- 7.3.2 A casual employee when working ordinary hours (including Public Holidays), shall be paid the Ordinary Hourly Rate for the appropriate level in which the employee is employed pursuant to Clause 10, plus 10 percent. This rate, inclusive of the 10 percent loading, for a casual employee, includes an allowance of one-twelfth of the Ordinary Hourly Rate for annual leave and is inclusive of a payment for sick pay, public holidays and compassionate leave.
- 7.3.3 Subject to the provisions of sub-clause 9.4, the minimum daily employment of a casual employee shall be 2 hours.



 SD *E. name* *[Signature]* *[Signature]*

7.3.4 Except where the provisions of subclauses 9.4 and 9.5 apply, overtime shall be payable only on those hours worked in excess of 40 per week.

7.3.5 The 10% loading paid to a casual employee shall not be used in the calculation of overtime rates.

7.3.6 In all other respects, except as otherwise specifically provided, the provisions of this Agreement shall apply.

7.4 Job Sharing

7.4.1 Job sharing is an arrangement where two employees voluntarily share all of the duties and responsibilities of a particular position.

7.4.2 Job sharing is, by necessity, completely voluntary on the part of the job share partners.

7.4.3 The use of job sharing shall be at the sole discretion of the Company.

7.4.4 A job share employee shall receive pro rata payment for wages, annual leave, sick leave, public holidays and long service leave and any other Agreement entitlements of a weekly employee.

7.4.5 Should one party to a job sharing arrangement be unable to fulfil their obligations on any day, then the other party to that job sharing arrangement shall be solely responsible to ensure that the shared job is completed to the Company's satisfaction.

7.5 Use of Contractors

It is hereby agreed that the Company, after consultation and agreement with the Consultative Committee, may engage contractors to undertake work on the Company's behalf.

8. CONTRACT OF EMPLOYMENT

8.1 Conditions of Employment

- 8.1.1 It is a condition of employment that an employee shall perform such work as the employer shall from time to time reasonably require. Without limiting the generality of this Clause, the following shall apply:
 - 8.1.1.1 An employee to become entitled to payment shall perform such work including incidental and peripheral tasks as the employer shall from time to time require on the days and during the hours worked by the employee.
 - 8.1.1.2 An employee shall perform such tasks or combinations of tasks and/or parts of tasks whether of the same or different levels, as the employer may require.
 - 8.1.1.3 A requirement to perform such work as is required to make safe the product and/or to slaughter such animals as are necessary on animal welfare grounds, shall in all circumstances be deemed to be a reasonable requirement.
 - 8.1.1.4 The employer may direct an employee to carry out such duties as are within the limits of that employee's skill, competence and training.
 - 8.1.1.5 Employees shall do any class of labouring work in or about the establishment.
 - 8.1.1.6 Employees shall finish all work to the employer's satisfaction.
- 8.1.2 Employees shall wear all safety gear that is from time to time required by the employer to be worn.
- 8.1.3 All employees shall work reasonable overtime to meet the needs of the employer.
- 8.1.4 Notwithstanding anything elsewhere contained in this Agreement, the employer shall have the right to deduct payment for any day or part of a day on which an employee cannot be usefully employed, because of any shortage of stock, any unauthorised stoppage of work by employees of the employer, or by any unauthorised stoppage of work by employees of another employer, whether any such employees are members of a union or not, or through any breakdown of machinery or any stoppage of work for which the employer cannot reasonably be held responsible.
- 8.1.5 If the employer does not deduct payment in accordance with paragraph 8.1.4, the employee shall make up any lost time in accordance with sub-clause 9.4.

8.1.6 Without limiting the right of the employer to deduct payment in accordance with paragraph 8.1.4, the employer and its employees may agree to some alternative arrangement in lieu of deducting payment.

8.1.7 An employee not attending for duty shall, except as otherwise expressly provided by this Agreement, lose his or her pay for the actual time of such non-attendance.

8.2 Termination of Employment

The employment of an employee, other than a casual employee, 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, as the case may be;

provided that 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.

8.3 Suspension of Employment

Nothing in this Agreement shall affect the right of the employer to deduct payment for any day or part of a day on which an employee is suspended by the employer as a result of refusal of duty, malingering, inefficiency, neglect or duty or misconduct on the part of the employee.

8.4 Notification of Absence

8.4.1 In cases of personal sickness, accident or other unforeseen absence, an employee shall notify the employer:

8.4.1.1 Where practicable by the midpoint of the employee's roster on the first day of absence, the employee's inability to attend for duty and as far as practicable, state the nature of the injury or illness or other reason and the estimated duration of absence; and

8.4.1.2 Of the employee's intention to resume work after an absence, no later than the midpoint of the employee's roster on the working day before the day of intended resumption of work.

8.4.2 If on the expiration of this or any subsequent notified duration of absence, the employee is unable to attend for duty, the employee shall notify the employer forthwith to this effect and as far as practicable, state the estimated duration of the further absence.

8.4.3 Should an employee attend and offer for work after any such absence without first advising the employer in accordance with the requirements of this subclause, the employer shall not be obliged to employ nor to pay such employee for that particular day.

SD

E. Hamel

GL

[Signature]

[Signature]

9. HOURS OF WORK

9.1 Ordinary Hours

- 9.1.1 The ordinary hours of an employee may be rostered on any day of the week from Monday to Sunday, inclusive.
- 9.1.2 An employee may be rostered for ordinary hours of work at any time of the day.
- 9.1.3 The employer shall display the starting and finishing time of each departments ordinary hours of work.
- 9.1.4 The employer may not alter an employee's or a departments starting and finishing time unless 4 days notice of the change is given.
- 9.1.5 Where an employee's starting and finishing time is altered by agreement between the employer and the employee it will not be necessary for the employer to display that change.

9.2 Meal Breaks

- 9.2.1 Unless otherwise provided or agreed, a weekly employee shall not work longer than 6 consecutive hours without a meal break.
- 9.2.2 Unless otherwise agreed a meal break shall not be less than 30 minutes and shall be taken at a time determined by the employer.
- 9.2.3 Unless otherwise agreed, if an interruption of work for any cause occurs, the employer may direct that the time of the meal break be taken one (1) hour earlier than scheduled.
- 9.2.4 Meal intervals shall not be counted as part of the daily hours worked.

9.3 Relief Periods

- 9.3.1 A weekly employee shall be entitled to a 15 minute relief period during his ordinary hours on any day. Provided that a weekly employee rostered to work more than 8 ordinary hours on a day shall be entitled to two 15 minute relief periods.
- 9.3.2 Relief periods are to be taken at a time determined by the employer and may be staggered to meet the needs of the business at any time.

9.4 Production Time Guarantee

- 9.4.1 Except as otherwise provided for in this Agreement, the employer shall pay each full time weekly employee the appropriate Total Weekly Rate prescribed in Clause 10, notwithstanding that lost time (as defined) occurred during an employee's ordinary hours of work.

- 9.4.2 In consideration of paragraph 9.4.1:
 - 9.4.2.1 Each employee and each team of employees guarantee the employer that any lost time will be made up; and
 - 9.4.2.2 Where in any week lost time occurs the lost time shall be made up by the employees at no cost to the employer nor any additional remuneration to the employees who have been paid the Total Weekly Rate which included payment for the lost time
- 9.4.3 The lost time shall be made up in accordance with the following provisions:
 - 9.4.3.1 Any lost time owing to the employer shall be made up as determined by the Consultative Committee at the first available opportunity and may be staggered over more than one day. Provided that it must be made up within the next two week period and that where one hour or less is lost in a day the time shall be made up on that same day.
 - 9.4.3.2 Where, due to the employer's utilisation of the plant, the lost time owing to the employer cannot be made up before or after the employee's rostered working hours, it shall be made up on the next available day that the relevant employees can be rostered on by the employer. Provided that the employer may not direct employees to utilise that day unless the lost time owing to the employer is six (6) hours or more.
 - 9.4.3.3 Where there is an interruption or stoppage of work the cause of which, in the opinion of the employer, may be remedied within a reasonable time as determined in the circumstances by the Plant Manager or his designate, employees will be required to remain on the plant and recommence work. Should the stoppage of work be likely to exceed three (3) continuous hours, the matter shall be referred to the Consultative Committee who shall discuss the matter with the manager.
- 9.4.4 Except for the Annual Close Down, when one or more public holidays fall in any week, employees will be required to make up any lost time in accordance with this Clause.
- 9.4.5 If an employee's employment is terminated for any reason and lost time is owing to the employer by that employee, the payment made in advance for that lost time shall be forfeited by that employee from his or her termination pay.
- 9.4.6 Where an employee is absent from work for any reason when lost time owing to the employer is being made up, the payment made by the employer for the lost time shall be deducted from the employee's next payment of wages.

E. Lane

SD *EF* *AD* *HA*

9.4.7 Where an employee is absent from work for any reason when lost time occurs, that employee shall make up that lost time and be paid for the time made up at the Ordinary Hourly Rate.

9.4.8 A casual, part time, or Job Share employee will not be paid for lost time but may be required to make up lost time at the Ordinary Hourly Rate.

9.4.9 Where an employee is required to perform duties during a period when lost time occurs, and that employee is also required to make up that lost time, that employee shall be paid for the time made up at the Ordinary Hourly Rate.

9.5 Additional Production

9.5.1 Notwithstanding any other provision of this Agreement where the employer wishes to utilise the plant to process stock in addition to the normal rostered hours, it may require extra rosters to be worked by employees, up to a maximum of ten (10) ordinary hours per day (including relief periods), at the Ordinary Hourly Rate of pay.

9.5.2 Employees shall not be paid nor be required to make up for any lost time that occurs during extra rosters undertaken pursuant to this clause.

9.5.3 When the employer requires extra rosters in accordance with paragraph 9.5.1 each employee shall work such rosters on at least 15 days per year.

9.5.4 Extra production days shall be rostered on Monday, provided that by agreement with the Consultative Committee, they may be rostered on Saturday and/or Sunday.

9.5.5 Any work undertaken by employees under this Clause will not be used in the calculation of their ordinary hours of work, or any other entitlement under this Agreement, except for the calculation of the Guaranteed Annual Income.

10. WAGES

10.1 <u>Level</u>	<u>Total Weekly Rate</u>
5	\$691.00
4	\$614.00
3	\$521.00
2	\$478.00
1	\$406.00

An employee will be paid the appropriate wage level dependent on the skills utilised relevant to the task or tasks performed, as assessed by the Joint Consultative Committee. The Joint Consultative Committee will use the procedures and criteria documented in Section 11 of the Company's Training Operations Manual relevant to Guyra as at the date of this Agreement. The Company's Training Operations Manual will be retained at the plant and be available to each employee.

10.2 Mixed Functions

10.2.1 An adult employee engaged on any roster or part thereof on duties carrying a higher rate than his ordinary classification rate, shall be paid the higher rate for the actual time worked in the higher classification and the balance of the actual time worked at the employee's normal classification rate.

10.2.2 Paragraph 10.2.1 shall not apply where an employee is engaged on duties carrying a higher rate for the purpose of training, maintaining the employee's competency at that level or testing the employee's competency at that level.

10.2.3 If an employee requests a transfer to duties that carry a lower rate, the employee shall be paid that lower rate from the time of transfer.

10.2.4 If an employee is requested by the employer to transfer to duties that carry a lower classification and the request is of a temporary nature and not as a result of reclassification, the employee shall continue to be paid the higher classification rate.

10.3 Juniors

10.3.1 A junior employee is an employee who is under 18 years of age.






10.3.2 Juniors may be employed in any classification in this Agreement, shall be paid, according to age, the following rates:

17 years of age	\$284.20 per week	(70% of Level 1)
16 years of age	\$243.60 per week	(60% of Level 1)
15 years of age	\$203.00 per week	(50% of Level 1)

The above rates also apply during any training period.

10.4 Training

An adult employee undergoing training in accordance with subclause 13.1 and who is additional to normal manning requirements, shall be paid 80 percent of the Total Weekly Rate that the employee was classified at prior to the commencement of their training, provided that such an employee shall be paid not less than \$370.00 per week.

10.5 Overtime

10.5.1 Subject to paragraph 10.5.2, all time worked outside the ordinary hours of work on any day, as provided for by subclause 9.1, shall be overtime and shall be paid for as follows:

Time and one-half for the first two hours; and

Double Time thereafter.

10.5.2 Time worked in accordance with subclause 9.4 or subclause 9.5, shall not attract the penalty rates provided in subclause 10.5.1 and shall be paid at the Ordinary Hourly Rate..

10.5.3 Notwithstanding anything elsewhere contained in this Agreement, an employer and employee may agree to time off in lieu of the payment of overtime.

10.6 Public Holidays

10.6.1 Except for a casual employee, 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 Employees' Union (Newcastle & Northern Branch), namely, the first Monday in November and any day proclaimed a holiday for New South Wales.

10.6.2 A weekly employee shall be entitled to be paid for each holiday falling on a working day under this clause; provided that the employee worked on the working day immediately preceding and the working day immediately following the holiday.

10.6.3 Full time weekly employees will be paid for public holidays on the basis of an 8 hour day calculated at the Ordinary Hourly Rate.

10.6.4 By agreement between the employer and an employee or employees concerned, another day may be substituted for a public holiday.

10.6.5 Where an employee agrees to work an extra production day on a public holiday, the employee shall be paid the Ordinary Hourly Rate for each hour worked, in addition to payment for the public holiday.

10.7 Occupational Superannuation

10.7.1 Each employee may exercise a one off choice of superannuation fund subject to the approval of the employer.

E. Lane
SD *GL* *[Signature]* *[Signature]*

10.7.2 For the purposes of this clause, all references to the "Fund" shall mean

10.7.2.1 AMP Superleader Plan; or

10.7.2.2 Colonial Mutual Superannuation - Masterpac Fund; or

10.7.2.3 The Fund chosen by the employee under paragraph 10.7.1.

10.7.3 Subject to the rules of the Fund, the employer shall contribute to the Fund in respect of each employee, an amount as required in accordance with the Superannuation Guarantee Levy.

10.7.4 For the purpose of this clause, the level of contribution made by the employer shall be limited to the appropriate percentage of the employee's Total Weekly Rate for the appropriate wage level.

10.7.5 The employee's eligibility for contributions to be paid into the Fund will cease on the last day of employment with the employer and the employer shall not be required to make any further contributions.

10.8 Payment of Wages

Payment of wages shall be made by electronic funds transfer to a financial institution of the employee's choice or by cheque at the employer's discretion.

10.9 Time and Wage Records

Employee records will be kept in accordance with the Industrial Relations Act, 1991.

10.10 Guaranteed Annual Income

10.10.1 For the purposes of this clause a year is the period defined in subclause 3.14.

10.10.2 In any year, a weekly employee will be guaranteed an annual income of not less than the amount specified in paragraph 10.10.3 for the classification in which he/she is employed, provided that;

10.10.2.1 the employee did not participate in any unauthorised stoppage of work within that year;

10.10.2.2 The employee served the employer under an unbroken contract of service for the year which shall be deemed not to have been broken by reason of a termination of employment which is a direct result of a seasonal closure of the plant.

10.10.2.3 the employee's employment was not permanently terminated by the employer or terminated for any reason by the employee, during that year; and

10.10.2.4 except for a weekly hire employee employed prior to 8 March 1995, the employee was employed by the Company for the last six (6) months of the year preceding the year for which the guaranteed annual income is being determined.

10.10.3 Subject to paragraphs 10.10.4, 10.10.5, and 10.10.6, the guaranteed amount will be:

Level 5	\$26,000.00
Level 4	\$23,100.00
Level 3	\$19,600.00
Level 2	\$18,000.00
Level 1	\$15,300.00

A junior shall be entitled to the appropriate pro rata Guaranteed Annual Income.

10.10.4 Where a weekly employee has been absent at any time during the year, any wages or earnings foregone as a result of such absence, including any additional production offered by the employee, shall be deducted from the appropriate guaranteed amount specified in paragraph 10.10.3.

10.10.5 Where an employee has been a learner during that year, the guaranteed amount shall be reduced by the difference between the employee's rate of pay immediately prior to the learning period and the rate paid during the learning period multiplied by the learning period.

10.10.6 Where an employee has moved between levels, the guaranteed amount shall be calculated proportionate to the periods spent in each level.

10.10.7 Except for any payments made in accordance with subclause 15.1, any payment made to an employee in accordance with this agreement shall be included in the calculation of an employee's annual income for the purposes of this clause.

11. EMPLOYMENT PROTECTION

The provisions of the Butchers' Wholesale Redundancy (Newcastle and Northern) Award shall apply.

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12. LEAVE ARRANGEMENTS

12.1 Annual Leave

The provisions of the Annual Holidays Act, 1944, shall apply.

There shall be a minimum annual close down period each year from 24 December to the New Year's day public holiday inclusive.

12.2 Sick Leave

12.2.1 An employee other than a casual employee, with not less than three months continuous service, who is absent from his or her work on account of personal illness or on account of injury by accident, shall be entitled to apply for paid leave of absence, subject to the following conditions and limitations.

12.2.1.1 The employee shall prove to the satisfaction of the employer that the employee was unable, on account of such illness or injury, to attend for duty on the day, days, or part thereof for which leave is claimed.

12.2.1.2 An employee shall be entitled to no more than 40 hours of sick pay in respect of the employee's first year of employment, to accumulate at the rate of 3 hours and 20 minutes per month of continuous service.

12.2.1.3 An employee shall be entitled to 80 hours of sick pay, in respect of the employee's second or subsequent years of employment, to accumulate at the rate of six (6) hours and forty (40) minutes per month of continuous service.

12.2.2 Sick pay shall be paid at the Ordinary Hourly Rate.

12.2.3 The employer shall, at the completion of each 12 months continuous service by an employee or on termination of employment should it occur earlier, pay to an employee a good attendance bonus equivalent to his or her untaken accumulated entitlement to sick pay.

12.2.4 For the purposes of paragraph 12.2.1 "continuous service" shall be defined as the period during which the employee has served the employer under an unbroken contract of service; Provided that:-

12.2.4.1 a contract of employment shall be deemed not to have been broken by reason of a termination of employment which is a direct result of a seasonal closure of the plant and such time lost shall not be counted as service for the purpose of accruing sick pay; and

12.2.4.2 any unauthorised absence shall not be counted as service for the purpose of accruing sick pay.

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12.3 Compassionate Leave

12.3.1 An employee, other than a casual employee, shall be entitled to leave without deduction of pay, on the death of the employee's:

12.3.1.1 wife, husband, father, mother, child or step-child, for a period not exceeding sixteen (16) hours; or

12.3.1.2 brother, sister, mother-in-law, father-in-law or grandparents, for a period not exceeding eight (8) hours.

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 the 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.

12.3.2 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.

12.4 Parental Leave

The provisions of the Industrial Relations Act, 1991, shall apply.

12.5 Long Service Leave

The provisions of the Long Service Leave Act, 1955, shall apply.

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13. CLASSIFICATION AND CAREER PATHS

13.1 Training

All training shall be carried out in accordance with the Company's Training Operations Manual and the employer and all employees commit to actively participate in and abide by the requirements of that Manual.

13.2 Traineeships (ATS)

The Company may employ Trainees in accordance with the Australian Traineeship System.

14. WORK ORGANISATION

14.1 Work Flexibility

- 14.1.1 It is the intention of the parties that all properly trained employees, as part of their routine duties, will set-up, run and monitor machines, conduct on-line quality testing and record quality and process statistics.
- 14.1.2 The parties agree that in order to achieve this goal, they will continue to exercise flexibility in regard to manning arrangements and in the performance of duties. The parties agree that exercising this flexibility will enhance their prospects of continued employment.
- 14.1.3 The parties agree that all efforts will be made to ensure the continuous operation of plant and machinery, but recognise that circumstances beyond the control of either party, including maintenance, may require temporary stoppages.
- 14.1.4 Subject to appropriate training, each machine operator shall be responsible for the servicing, maintenance and running repairs of the machine.

14.2 Changes to Working Arrangements

The parties agree that there may in future be a need to alter arrangements in regard to such things as production levels, mannings, start and finish times, roster arrangements, and days on which the plant operates in order to meet production requirements. The introduction of any such changes will not be implemented without consultation with the employees affected. However, any such changes will not attract further wage increases by way of productivity payments.

14.3 Special Occasions

Where it is agreed between the Company and its employees that a Special Occasion exists and an individual or group of employees in a section requests that special arrangements be made, those arrangements are to be made to ensure that the Company's production requirements are not affected;

Provided that should any such arrangements be implemented, all work performed as a result of those arrangements shall be paid for at the Ordinary Hourly Rate.

14.4 Self Regulation

It is the intention of the Company, with the commitment of the employees, and through training and education, to make the plant more self regulated. To this end and in accordance with this Agreement, the employees agree, in the case of limited or reduced supervision, to continue to perform work to the required Company standard and accept responsibility for self supervision.

14.5 Change of Work Stations

Employees may alternate between work stations only by agreement with the employer representative and on the basis that the employee concerned is competent to perform the tasks to which he or she wishes to transfer. In considering requests to change work positions the major criteria shall be the continued performance of work to standards acceptable to the employer.

14.6 Team Work

Work will be organised so that all employees work safely in quality driven, broadly skilled work teams to perform a wide range of functions including participation in managerial processes such as planning, organising, directing and controlling.

14.7 Quality Management

Parties to this Agreement will foster a work environment where all continuously strive for improvement in what is done and how it is done, in order to optimise value through improvements in productivity and quality.

It is agreed that to achieve the plant objective of world class performance, active involvement of all employees is essential.

15. CONTINUOUS IMPROVEMENT AND BEST PRACTICE

A program shall be developed to focus on sustaining improvements in productivity through work organisations, which involve ongoing monitoring and review with recommendations for future enhancements. Continuous improvements are monitored through the use of indicator goals developed through consultation on site.

15.1 Performance Measures/Indicators

It is recognised that the search for continuous improvement in performance requires that performance be measured on a regular basis and that performance information be made available to the employees concerned.

It is agreed that, during the term of this Agreement;

- suitable measures of performance will be identified
- means of gathering and recording performance data will be identified
- performance data recording and feedback systems will be designed and trialed
- measures of performance will focus first on the performance of work groups.

The following range of performances, which may not be exhaustive, will be considered:

- Safety
- Absenteeism
- Output
- Yield
- Quality
- Cost

It is agreed that the Company and employees in the course of the Agreement, will work together to design a scheme by which employees will become eligible for a bonus payment or payments in return for contributing to the improved economic performance of operations on a continuous basis.

15.2 New Technology

The parties agree that the Company may introduce new technology, provide different mechanical aids, alter the layout of any section, or alter any tasks with a view to improving efficiency and productivity. It is agreed that employees will be consulted about such changes and that the employees will genuinely participate in any trials or the implementation of such changes.

16. OCCUPATIONAL HEALTH & SAFETY

- 16.1 The employer and employees shall comply with the requirements of the Occupational Health and Safety Act 1983, and any amendment thereof, and with Regulations made under the said Act.
- 16.2 Employees shall comply with the employer's Occupational Health & Safety program.
- 16.3 Employees shall ensure all work is performed in a safe and responsible manner with particular attention to housekeeping.
- 16.4 An employee who is supplied with protective equipment or material is required to wear or use it in such a way as to achieve the purpose for which it is supplied.
- 16.5 Employees may from time to time be required to undertake a health or physical assessment to ensure that the work requirements or the work environment will not adversely affect their well being.
- 16.6 The employer will endeavour to provide suitable alternative duties for a defined period of time where this will facilitate the rehabilitation of an employee who has suffered a compensatable injury at work. Those duties will be subject to agreement between the employer, the employee and the treating doctor.

17. SIGNATORIES TO THE AGREEMENT

17.1 The Company

Signed for and on behalf of D. R. JOHNSTON GROUP PTY LIMITED

The Common Seal of D R JOHNSTON GROUP
PTY LTD was hereunto affixed
by the authority of a
resolution of the Board of
Directors in the presence of
K. E. LAWSON
a Director and
D. E. GREEN
the Secretary



17.2 The employees

<u>NAME</u>	<u>OCCUPATION (Level)</u>	<u>SIGNATURE</u>	<u>DATE</u>
AUSTIN, Natasha Maree	3	<i>N. Austin</i>	6.4.95
AUSTIN, Ruby Jean	3	<i>J. Austin</i>	6.4.95
AUSTIN, Roy William	4	<i>R. Austin</i>	6.4.95
BABINGTON, Jason Trevor	3	<i>J. Babington</i>	6.4.95
BAXTER, David Ross	4	<i>D. Baxter</i>	7.4.95
BOURKE, Marleen Dawn	3		
BOURKE, Marleen Dawn	3	<i>M. Bourke</i>	6/4/95
BRAZIER, Bradley William	5	<i>Bradley Brazier</i>	
BRAZIER, Gregory Jon	5	<i>G. Brazier</i>	
BRAZIER, Pamela Joann	3	<i>P. Brazier</i>	
BRAZIER, Lorraine Daphne	3	<i>Lorraine Brazier</i>	6-4-95
BRAZIER, Mark John	3	<i>M. Brazier</i>	7-4-95
BRYANT, Matthew John	3	<i>M. Bryant</i>	7.4.95
BRYDEN, James	4	<i>J. Bryden</i>	7-4-95
BULL, Anthony Mark	4	<i>A. Bull</i>	6.4.95
BULL, Tony John	3	<i>T. Bull</i>	7/4/95
BUTLER, Veronica Jane	3	<i>Veronica Butler</i>	6-4-95
CAMPBELL, Jason Grant	5	<i>Jason Campbell</i>	7.4.95
CAMPBELL, Barry James	3	<i>B. Campbell</i>	6-4-95
CAMPBELL, Barbara Frances	3	<i>B. Campbell</i>	6.4.95
CAMPBELL, Raymond Ronald	3	<i>R.R. Campbell</i>	7-4-95

<u>NAME</u>	<u>OCCUPATION (Level)</u>	<u>SIGNATURE</u>	<u>DATE</u>
CHAFFEY, John Ernest	5	J.E. Chaffey	6-4-95
CHAFFEY, Steven James	3	S. Chaffey	6-9-95
CLARKE, Lynette Ann	3	L. Clarke	6.4.95
COX, Michael Stanley	5	M. Cox	7-4-95.
CURRY, Mary	3	M. Curry	6.4.95
DALY, Jason Waine	4	J. Daly	
DALY, Beverly Ann	3	B. Daly	7-4-95
DAVIDSON, Shane John	5	Shane Davidson	6.4.95
DAVIS, Richard Wayne	5	Richard Davis	7/4/95
DAVIS, Robert James	5	R. Davis	6/4/95
DAVIS, Michael Graham	3	Michael G. Davis	6.4.95
DAVIS, Peter John	3	Peter Davis	6/4/95
DOWDEN, Leonie Carol	4	L.C. Dowden	6/4/95
DRABSCH, Dale Richard	4	D. Drabsch	6/4/95
DULLOWAY, Paul Francis	4	P. Dulloway	7/4/95
DULLOWAY, Kieran Thomas	3	K. Dulloway	6.4.95
ELLIS, Timothy Mark	4	T. Ellis	6.4.95
EMMERTON, Dennis Bruce	4	D.B. Emmerton	7-4-95
FARRAR, Terry Anthony	3	T. Farrar	6/4/95.
FEAR, Gary Ronald	3	G. Fear	6-4-95
GARRETT, Shane Anthony	4	S. Garrett	7-4-95
GOOLEY, Philip Norman	5	Philip Gooley	6/4/95

THE GUYRA MEATWORKS ENTERPRISE AGREEMENT

<u>NAME</u>	<u>OCCUPATION</u> <u>(Level)</u>	<u>SIGNATURE</u>	<u>DATE</u>
GOOLEY, Norman Harold	3	<i>Norman Gooley</i>	7.4.95
GOOLEY, Michael Francis	3	<i>M. Gooley</i>	7.4.95
GOOLEY, Colleen Mary	3	<i>Colleen Gooley</i>	7-4-95
GOOLEY, Kylicanne Mary	3	<i>K. Gooley</i>	7/4/95
GRIFFITHS, John Albert	5	<i>J. A. Griffiths</i>	6.4/95
GRILLS, Matthew James	5	<i>Math Grills</i>	6.4.95
HANDEBO, Phillip Francis	3	<i>P. Handebo</i>	7.4.95
HARPER, Murray William	4	<i>M. W. Harper</i>	7-4-95
HEAGNEY, Clevedon Gerard	3	<i>Clevedon Heagney</i>	6/4/95
HEAGNEY, Roger Bernard	3	<i>Roger B. Heagney</i>	6/4/95
HEAGNEY, Samuel James Damion	Junior		
HODDER, Leanne Patricia	4	<i>L. Hodder</i>	7/4/95
HOPE, Michael John	5	<i>M. Hope</i>	6/4/95
JOHNSON, James Edward	3	<i>J. Johnson</i>	7/4/95
JONES, Jamie William	4	<i>J. Jones</i>	7.4.95
JONES, Graeme Malcolm	3	<i>G. M. Jones</i>	6/4/95
JONES, Larry Allan	3	<i>L. A. Jones</i>	6/4/95
JONES, Leonard William	3	<i>Len Jones</i>	7.4.95
JONES, David Allan	4	<i>D. Jones</i>	7.4.95
KEMBREY, Richard Stanley	3		
KENNEDY, Donna Maree	3		
KLIENDIENST, Stephen John	5	<i>Stephen K. Kliendienst</i>	6.4.95

THE GUYRA MEATWORKS ENTERPRISE AGREEMENT

<u>NAME</u>	<u>OCCUPATION (Level)</u>	<u>SIGNATURE</u>	<u>DATE</u>
KLIENDIENST, Coral Amy	3	<i>C. Kliendienst</i>	7/4/95
LANSLEY, Kevin William	3	<i>W. Lansley</i>	6.4.95
LENNARD, Philip Barry	3	<i>P. B. Lenard</i>	6/4/95
LIGHT, Jennifer Margaret	3	<i>J. Light</i>	7/4/95
MABBOTT, Ian Terrance	3	<i>I. Mabbott</i>	6.4.95
MACKENZIE, Shirley Ann	3	<i>S. Mackenzie</i>	6.4.95
MACLEAN, Ranal	5	<i>R. Maclean</i>	6.4.95
MACLEAN, Ranal	5		
MAYERS, Ned	4	<i>N. Mayers</i>	7-4-95
McDONALD, Robert Edward	4	<i>R. E. McDonald</i>	7-4-95
McELROY, Wayne Douglas	3	<i>W. D. McElroy</i>	6/4/95
McKAY, Wade	3	<i>Wade McKay</i>	7/4/95
McKIERNAN, Stephen John	4	<i>S. McKiernan</i>	7/4/95
McKINNON, Kevin Anthony	3	<i>K. A. McKinnon</i>	6/4/95
McLEOD, Scott Allan	4	<i>Scott McLeod</i>	7/4/95
McLEOD, Neida Joyce	3	<i>Neida McLeod</i>	7/4/95
McNELLEE, Ian Raymond	5	<i>I. McNelee</i>	6.4.95
McPHAIL, Beryl May	3	<i>B. M. McPhail</i>	7-4-9
MOORE, Donald Douglas	3	<i>D. D. Moore</i>	7/4/95
MOORE, Robert Bruce	4	<i>Robert Moore</i>	
MOWLE, Peter David	4	<i>P. D. Mowle</i>	6.4.95
NEEDER, Jock	4	<i>J. Needer</i>	7.4.95

THE GUYRA MEATWORKS ENTERPRISE AGREEMENT

<u>NAME</u>	<u>OCCUPATION</u> <u>(Level)</u>	<u>SIGNATURE</u>	<u>DATE</u>
NORMAN, Robert Bruce	3	<i>Norman</i>	7-4-95
OEHLERS, Peter John	4	<i>P. Oehlers</i>	6-4-95
PARKER, Matthew Simon	4	<i>M. Parker</i>	6-7-95
PRESNELL, Peter Barry	3	<i>Peter Presnell</i>	7.4.95
QUANTICK, Bryan Gilbert	3	<i>B. L. Quantick</i>	6.4.95.
REEVES, David John	4	<i>Reeves</i>	6.4.95
REEVES, Eric James	3	<i>Eric Reeves</i>	7.4.95
REEVES, Scott Andrew	4	<i>Reeves</i>	7.4.95.
ROBERTS, Grant Arnold	5	<i>Grant</i>	6-4-95
ROBERTS, Cameron James	3	<i>Roberts</i>	6-4-95
ROLFF, Donald Leslie	3	<i>Donald Rolff</i>	6.4.95
ROWE, Clifford Paul	5	<i>C. Rowe</i>	6/4/95
ROWE, Scott Clifford	4	<i>S. Rowe</i>	6/4/95
SALLUS, John Harold	4	<i>J. Sallus</i>	6-4-95
SKINNER, Andrew Leslie	5	<i>A.L. Skinner</i>	6.4.95
SKINNER, Barbara Jean	3	<i>B.J. Skinner</i>	6.4.95
STARR, Jason Peter	5	<i>Jason Starr</i>	6.4.95
STARR, Robert Graham	5	<i>Robert Starr</i>	7-4-95
STARR, Marlene Rhonda	3	<i>Marlene R. Starr</i>	7.4.95
STEPHENS, Gregory Bruce	5	<i>G. Stephens</i>	6-4-95
STEPHENS, Danna Mary	4	<i>Danna Stephens</i>	7-4-95.
SURAWSKI, Kyran Francis	5	<i>Kyran Surawski</i>	6.4.95.

THE GUYRA MEATWORKS ENTERPRISE AGREEMENT

<u>NAME</u>	<u>OCCUPATION</u> <u>(Level)</u>	<u>SIGNATURE</u>	<u>DATE</u>
TORGAU, Tim Ernst	5	
TOWELLS, Darrin Brian	5	<i>B. Towells</i>	6/4/95
TRIBE, Warren Peter	5	<i>Warren Tribe</i>	6/4/95
TYGHIELSKI, Joseph	3	
✓VARLEY, Terrence James	5	<i>T.J. Verley</i>	6/4/95
WALKER, Tony Neal	3	<i>Tony Walker</i>	6/4/95
WALLS, Geoffrey Donald	4	<i>G.D. Walls</i>	7/4/95
WALLS, Anthony George	4	<i>A. Walls</i>	7/4/95
WHITE, Dawne Christine	3	
WHITE, Bentley Hurle	3	<i>B. White</i>	6/4/95
WILCOX, David James	4	<i>David Wilcox</i>	7/4/95
WRIGHT, Allan James	4	<i>A.J. Wright</i>	7-4-95
WRIGHT, Nancy Ruth	4	<i>Nancy Wright</i>	7/4/95