

ENTERPRISE AGREEMENT

NO: E.A. 380 /1995

DATE REGISTERED: 9-11-95

PRICE: \$ 80-00

E.C. THROSBY

PTY LIMITED (MUDGE)

ENTERPRISE

AGREEMENT 1994

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Part B

Table of Weekly Wage Rates

1. Parties Bound

- 1.0 This Enterprise Agreement is binding on EC Throsby Pty Limited and its employees, engaged at the site of Mudgee meatworks, New South Wales.
- 1.2 The Enterprise Agreement will provide wages and conditions of employment in respect of employees engaged in work covered by the classifications contained herein.

2. Relationship To Award

- 2.0 It is the intention of the parties that this Enterprise Agreement shall operate to the complete exclusion of the following awards and/or any awards made in succession thereto:-
- Butchers Wholesale (Country) Award
 - Clerks (State) Award, except that Clause 28, Jury Service, of that Award shall continue to be observed, insofar as it applies to clerks only, employed under this Enterprise Agreement.

3. Agreement Entered Into Without Duress

- 3.0 Each of the parties to this Enterprise Agreement states that they have entered into it of their own free will and without duress.

4. Life of Agreement

- 4.0 The parties to this Enterprise Agreement have agreed that it shall operate from the day upon which it is registered by the Industrial Registrar and that it shall have thereafter a life of 12 months.

5. Hours and Starting Times

- 5.1 Average Weekly Hours -

The ordinary hours of work shall not exceed 38 hours averaged over 365 days in the year.

- 5.2 The average 38 ordinary hour week may be worked in any of the following methods:-

- (1) 5 days of 8 hours each Monday to Sunday inclusive between the hours of 5am to 8pm with accruals towards rostered time off.
- (2) 4 days of 10 hours each Monday to Sunday inclusive between the hours of 5am to 8pm with accruals towards rostered time off.

- (3) 3 days of 13.3 hours each Monday to Sunday inclusive between the hours of 5am to 8pm with accruals towards rostered time off.
- (4) By the working of 38 ordinary hours only, at the employers discretion, with no rostered time off accruals, between the hours of 5am to 8pm ie:
- 5 days x 7.6 ordinary hours;
 - 4 days x 8 ordinary hours and 1 day x 6 ordinary hours;
 - 3 days x 10 ordinary hours and 1 day x 8 ordinary hours;
 - or any other method provided that ordinary hours per week do not exceed 38 and ordinary hours per day do not exceed 12.6.
- 5.3 Where the method of implementation of the 38 hour week includes the accrual of rostered days off, it shall be on the basis of two hours accrual for each 40 ordinary hours worked, calculated daily on the basis of the proportion which the daily ordinary hours bear to 40 ordinary hours.
- 5.4 An employee shall not accrue credits towards a rostered day off, on any day in which they are not prepared to complete all production required of them within the ordinary hours of work or in circumstances where they refuse to abide by Clause 30, Grievance and Dispute Procedures of the Enterprise Agreement.
- 5.5 Where the method of implementation of the 38 hour week includes the accrual of rostered days off, in order for any employee to take a rostered day off, at least five working days notice must be given by either party however, by agreement shorter notice can apply in each instance.
- 5.6 (1) Where ordinary time is worked on a Saturday time and half shall be paid.
- (2) Where ordinary time is worked on a Sunday time and three quarters shall be paid.

6. Hours and Payment for Shift Workers

- 6.1 Where the employer is working a shift system, the method of working ordinary hours of shift workers shall be the same as expressed in paragraph 5.5 of clause 5 of this Agreement.
- 6.2 The starting and finishing times of the ordinary hours of shift workers shall be fixed by the employer and notice thereof shall be exhibited and kept exhibited at a place accessible to the employees. Subject to this clause, such times may be altered by the employer upon not less than seven days' notice to the employees,

and any alteration of such starting and finishing times also shall be exhibited as aforesaid.

- 6.3 An employee who works on day shift or rotating or alternating shifts, in a three shift system, shall be paid \$6.10 per shift.
- 6.4 An employee who works on afternoon shift only, or who alternates on afternoon and night shift, shall be paid a 15 per cent loading on the ordinary daily rate per shift.
- 6.5 An employee who works on night shift only, shall be paid time and one-quarter for the shift and such rate shall be in substitution for and not in addition to any other shift work rate provided for in this clause.
- 6.6 Any shift commencing at or subsequent to 11.00 p.m. Friday and finishing not later than 8.00 a.m. Saturday, shall be paid for at the rate of time and one-quarter and such rate shall be paid in substitution for and not in addition to any other shift allowance provided for in this clause.
- 6.7 Night shift means a shift finishing after midnight and at or before 8.00 a.m.
- 6.8 Afternoon shift means a shift finishing after 6.00 p.m. and at or before midnight.
- 6.9 Day shift means a shift other than night, or afternoon shift.
- 6.10 Except where payment is made pursuant to subclause 17.10 of Clause 17, Annual Leave Loading, of this Enterprise Agreement, the shift work allowances prescribed by paragraphs 6.3, 6.4, 6.5, and 6.6 of this clause, shall not form part of the employee's wage rate for any purpose of this Enterprise Agreement.

7. Meal Hours

- 7.1 Not more than one hour shall be allowed for a meal break at a time to be mutually arranged between the employer and the employees. No more than five hours shall be worked without a break for a meal; provided that by agreement between the employer and the employees, the meal break may be delayed for 15 minutes.
- 7.2 Subject to this clause, a shift worker shall be allowed an interval of 20 minutes each shift at a time to be agreed upon between the employer and the employees, such interval to be counted as time worked and paid for as such.
- 7.3 Any employee required to work overtime for one and one-half hours or more shall be allowed thirty minutes for a meal. If he/she has not been advised on the working day immediately preceding that he/she will be required to work such overtime for one hour or more on the following day the employer shall provide him/her with a meal or, in lieu thereof, shall pay him/her the sum of \$6.60 provided that if by continuing to work, the work can be completed in two hours, the

employee may elect not to have a meal break and the employer shall not be liable to provide him/her with a meal or in \$6.60 lieu thereof. An employee who has provided himself/herself with a meal after being notified and who is not required to work overtime, shall be paid the sum of \$6.60. A meal need not be provided under this subclause, nor payment made in lieu thereof, if the employee be permitted to return to his/her home for the meal in question, and can reasonably do so.

- 7.4 An employee required to work overtime for not less than one hour and one-half before his/her ordinary starting time, shall be permitted to have a break of fifteen minutes for a crib, such time to be counted as working time.
- 7.5 Any employee called upon to work during a meal interval shall be paid at overtime rates for the period so employed, and such overtime rates shall continue until a meal break of not less than thirty minutes is allowed.
- 7.6 Notwithstanding anything elsewhere contained in this Clause, where an employee works his/her ordinary hours over 4 days or 3 days as provided in subclause 5.5 of Clause 5, Hours and Starting Times, of the Enterprise Agreement, the only breaks shall be:-

two breaks of 20 minutes each (non paid time), and
one break of 20 minutes as a crib (paid time).

8. Smoke-ohs

Smoke-ohs to be paid for as working time shall be allowed as follows;

- 8.1 Employees other than shift workers - One smoke-oh of fifteen minutes each forenoon worked; one smoke-oh of fifteen minutes each afternoon worked to employees who have worked in excess of eight hours.
- 8.2 Shift workers - One smoke-oh of ten minutes in the first half of each shift worked; one smoke-oh of ten minutes in the second half of each shift worked.
- 8.3 Time for taking such smoke-oh shall be mutually agreed upon between the employer and the employees.

9. Overtime

- 9.1 All time worked outside the ordinary hours of work as provided for by Clause 5, "Hours and Starting Times", and Clause 6, "Hours and Payment for Shift Workers", and worked in accordance with the provisions thereof shall be overtime and shall be paid for at the rate of time and one-half for the first two hours, Monday to Friday, and the first three hours on Saturday, double time shall be paid thereafter, based on the rate per hour for the classification concerned obtained by

d. minimum rate of pay for 40 hours under Clause 10, Wages, divided by

- 9.2 Notwithstanding the above provision, where the employer and an employee so agree, an employee may elect to work extra shifts (that is in addition to the eight ordinary hours) and in doing so be paid the rate of a casual employer for such additional shifts worked.
- 9.3 Where work commences on one calendar day and extends into the following calendar day, the whole period of work shall be deemed to have been worked on the former day for the purpose of calculation of overtime.
- 9.4 An employee called upon to work overtime on Saturday shall be paid a minimum of four hours at the appropriate rate in accordance with paragraph 9.1 of this Clause.
- 9.5 An employee required to return to his/her employer's premises to work overtime after leaving the business premises (whether notified before or after leaving the premises), shall be paid a minimum of two hours' work at the appropriate overtime rate for each period he/she is so required to return.
- 9.6 Employees called out on emergency work between 8.00 p.m. and 5.00 a.m. shall be paid a minimum payment of two hours at double time.
- 9.7 The provisions of paragraph 9.4 of this clause, shall not apply to shift workers where overtime is continuous with ordinary time worked.
- 9.8 It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the industry.
- 9.9 Rest Period After Overtime - When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee other than a daily hand who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of his/her employer, such an employee resumes or continues work, without having had such eight consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 9.10 Overtime shall not be paid for twice.

9.11 Notwithstanding anything elsewhere contained in this Enterprise Agreement, an employer and employee may mutually agree to time off in lieu of the payment of overtime and the time off shall be granted to the employee by mutual agreement paid the rate of pay proportionate to the overtime rate forfeited or the equivalent time off paid at the ordinary-time rate of pay for such time off or any other way agreed by the parties. If no agreement is reached overtime shall be paid in the normal way.

10. Wages

The minimum rate of pay for 40 ordinary hours of any classification shall be in accordance with the weekly wage rate tables as appear in Part B of this Enterprise Agreement.

10.2 Casual Employees (Boning Room) - For each ordinary hour worked a regular casual employee shall be paid one-fortieth of the weekly rate for 40 ordinary hours prescribed for the relevant classification plus 10% per day or part thereof.

For each ordinary hour worked a casual employee shall be paid one-fortieth of the weekly rate for 40 ordinary hours prescribed for the relevant classification plus 12.5% per day or part thereof.

Casual Employees (Clerks) - If casual clerks are employed at any time, they shall receive the appropriate loading as prescribed by the Clerks (State) Award.

10.3 Part Time Employees - Refer to Chapter 2, Part 2, Division 4 of the Industrial Relations Act, 1991.

11. Juniors

11.1 The minimum rate of pay for 40 ordinary hours for Junior employees shall be in accordance with the weekly wage rate tables as appear in Part B of this Enterprise Agreement.

(a) A regular casual junior employee shall be paid for each ordinary hour employed, one fortieth of the appropriate weekly wage rate prescribed by this agreement with the addition of a 10% loading.

(b) A casual junior employee shall be paid for each ordinary hour employed, one fortieth of the appropriate weekly wage rate prescribed by this agreement with the addition of a 12.5% loading.

11.2 Limitation of Employment of Juniors -

(1) Juniors may be employed on light tasks in or about the works in all departments, including the use of a knife and including trimming mutton carcasses.

DM Daley
J Butler
JH
Saeed
J.R.
J. Hunt
Mest
A Macarison
W Thomas
J Small
A. Costabile
R. Brach
B. Filler
D. Hogan
J. Batty
C. Kettle

D. Butler
L. Mitro
H. Green
J. Nebauer
E. Kent
G. Dell
P. ...
J. ...
S.R. ...

- (2) Juniors may be employed on the work of a boner and slicer as provided for in clause 29, Learners Boning, of this Enterprise Agreement.
- (3) Juniors 18 years of age or over may be employed on the work of an adult provided they are paid the adult rate of pay therefore.
- (4) Subject to paragraph (1) of this subclause for the gaining of trade experience, juniors may be employed at junior rates of pay assisting adults on any work excepting boning.

This subclause shall not be used for the purpose of replacing adult labour.

12. Shortages of Stock

- 12.1 Weekly Employees – Where the employer, on account of shortage of stock, gives notice of termination of employment to a weekly employee and immediately upon the expiration of that notice employs him as a casual employee, such employee shall be paid, in any week after such expiration in which less than five days work is offered, at the rate of one-fifth of the appropriate weekly rate plus fifteen per cent for each day worked.

An employee to whom this subclause applies who is subsequently employed by the employer as a weekly employee immediately upon the termination of the short time week or weeks shall be deemed to have continuity of employment for the purpose of all award provisions, annual leave, and long service leave.

- 12.2 Casual Employees – Casual employees employed on any day when subclause (i) of this clause operates to require additional payment shall be paid for such day at the rate of one-fifth of the appropriate weekly rate plus fifteen per cent.
- 12.3 For the purpose of this clause week means an employer's pay week; provided that an employer can treat week as being a calendar week if it advises to that effect the employees effected by the introduction of this clause.
- 12.4 For the purposes of this clause a leisure day granted and taken shall not constitute a days work offered.

13. Special Rates

- 13.1 Where the employer appoints an employee to carry out the duties of first-aid attendant in addition to his/her ordinary duties, such employee shall be paid an allowance of \$2.50 per day in addition to his/her ordinary rate of wage. This allowance is for any first-aid work performed on the employer's premises between his/her ordinary starting time and finishing time.
- 13.2 Where the employer appoints an employee, as a leading hand, such employee shall be paid \$18.60 per week in addition to his/her appropriate classification rate.

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[Signature]

- 13.3 For the purposes of this clause a leading hand is defined as an employee who is in charge of other employees and is given responsibility which warrants such appointment.

14. Mixed Functions

- 14.1 Any employee, including a juvenile, called upon to perform work of any classification for which a higher rate of pay is provided by this Enterprise Agreement, shall be paid the higher rate of pay whilst so employed with a minimum of three hours at such rate of pay.
- 14.2 Should a holiday occur whilst a juvenile is regularly performing the work of an adult he/she shall be paid for such holiday or holidays at the adult rate of pay; provided that he/she has performed such work on the working day immediately preceding and the working day immediately succeeding the holiday or holidays. Where the juvenile is absent on the day after the holiday, due to genuine sickness, he/she shall be paid the adult rate.
- 14.3 Any employee who is required to perform on any day or shift, work for which a lower rate than that of his ordinary classification is prescribed, shall suffer no reduction in consequence thereof.
- 14.4 Where any employee is transferred for the greater part of the day under the provisions of this clause, he/she shall be entitled to the conditions normally associated with the particular position he/she was transferred to.

15. Sick Leave

- 15.1 An employee who is unable to attend for duty during his 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 or in the case of a regular casual or a regular pieceworker, the amount he/she would have earned on the day or days of his/her absence due to illness or incapacity if he/she had not been ill or incapacitated subject to the following:
- 15.2 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 in the case of a regular pieceworker or a regular casual, the amount he/she would have earned on the day or days of his/her absence if he/she had not been ill or incapacitated (exclusive of overtime and other penalty payments) with a

maximum payment not exceeding the balance if any, of his/her entitlement to paid leave of absence under this clause.

- 15.3 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.
- 15.4 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.
- 15.5 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, which appointment shall be notified to the union, 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.
- 15.6 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.
- 15.7 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 forty ordinary working hours or in the case of a regular pieceworker, for more than 5 days of 8 ordinary 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 Enterprise Agreement in respect of such year. Provided that if an employee is absent from work in accordance with this clause, during the first three months of employment, they shall not receive payment for a sick day at that time however, if the employee continues in employment after the said three months, they may then claim payment for such day and shall receive retrospective payment for such day, provided that they have satisfied all other obligations imposed on them by this clause.
- 15.8 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 80 ordinary

working hours or in the case of a regular pieceworker, for more than ten days of 8 ordinary 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 Enterprise Agreement in respect of such year.

- 15.9 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 award, 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.
- 15.10 An employee who unreasonably refuses the interview or unreasonably refuses or prevents the examination specified in paragraph 15.5 of this clause, shall not be entitled to pay for the period during which he/she is absent from duty.
- 15.11 For the purpose of this clause, continuous service shall be deemed not to have been broken by-
- (1) any absence from work on leave granted by the employer; or
 - (2) 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.
- 15.12 Service before the date of coming into force of this Enterprise Agreement shall be counted as service for the purpose of qualifying thereunder.
- 15.13 Payment of sick pay to the regular pieceworker and to a regular casual is awarded on the footing that his/her roster shall not be changed by the employer for reason of the fact that he/she is ill or incapacitated.
- 15.14 This clause does not apply to casual employees, except regular casuals, that is to say, employees who, though employed on casual rates of pay are required by the terms of their employment, to present themselves for work each day except when notified by their employer that they will not be required.
- 15.15 In lieu of paying sick leave in accordance with the foregoing provisions of this clause, an employer may give such employee five days or ten days holiday, whichever is applicable, on full pay to be added to his/her period of annual leave, or may pay him/her in lieu thereof, five days or ten days, whichever is applicable,

additional full pay at the time the employee commences his/her period of annual leave; provided that payment for such leave may be made, if the employee so elects during the year as occasions direct and in such case any unexpired balance of sick leave shall be paid for at the time an employee commences his/her period of annual leave.

16. Annual Leave

the Annual Holidays Act, 1944.

17. Annual Leave Loading

- 17.1 This clause applies only in relation to annual holidays to which employees become or have become entitled.
- 17.2 In this clause the Annual Holidays Act, 1944, is referred to as "the Act".
- 17.3 Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this clause.
- (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see paragraph 16.7 of this clause.)
- 17.4 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- 17.5 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act or where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- 17.6 The loading is the amount payable for the period or separate period, as the case may be, stated in paragraph 17.5, of this clause, at the rate per week of 17.5% of the appropriate ordinary weekly time rate of pay prescribed by this Enterprise Agreement for the classification in which the employee was employed pursuant to Clause 10, Wages, and Clause 11, Juniors, of this Agreement, as the case may be, immediately before commencing his annual holiday together with, where applicable, the first-aid allowance and the leading hand allowance pursuant to Clause 13, Special Rates, of this Agreement, but shall not include the shift allowances prescribed by Clause 6, Hours and Payment for Shift Workers, of this Enterprise Agreement, any other allowances, penalty rates, overtime rates, or any other payment prescribed by this Enterprise Agreement.

- 17.7 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with paragraph 16.6 of this clause, applying the award rates of wages payable on that day.
- 17.8 Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned -
- (1) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with paragraph 16.6 of this clause.
 - (2) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- 17.9 (1) When the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with paragraph 16.6, of this clause, for the period not taken.
- (2) Except as provided by subparagraph (1) of this paragraph, no loading is payable on the termination of an employee's employment.
- 17.10 This clause extends to an employee who is given and takes an annual holiday and would have worked as a shift worker, namely an employee employed pursuant to Clause 6, Hours and Payment for Shift Workers, of this Enterprise Agreement, if he/she had not been on annual holiday; provided that if the amount to which the employee would have been entitled by way of allowances for shifts pursuant to the said Clause 6 for ordinary shifts which he/she would have worked according to shift roster, if he/she had not been on annual holiday (not including time on a public or special holiday pursuant to Clause 20, Holidays, of this Agreement) exceeds the loading calculated in accordance with this Clause, then that amount shall be paid to the employee in lieu of the loading.

18. Long Service Leave

See Long Service Leave Act, 1955.

19. Compassionate Leave

- 19.1 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.
- 19.2 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.
- 19.3 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.

20. Holidays

- 20.1 The following days shall be holidays for the purpose of this Enterprise 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, (Newcastle and Northern) Branch, namely, the first Monday in November and any day proclaimed a holiday for the State. By agreement between any employer and the employees concerned, other days may be substituted for the said days at such employers establishment
- 20.2 A weekly 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.
- 20.3 Regular Casuals - A regular casual who has worked as required on any day or days of a week in which an award holiday occurs, or on any day or days of the preceding week, shall be paid for the holiday at his/her ordinary casual rate of pay. For the purpose of this subclause "regular casual" means an employee who, though employed on casual rates of pay, is required by the terms of his/her employment to present himself/herself for work each day except when notified by his/her employer that he/she will not be required.

20.4 Employees required to work on any of the above holidays except Christmas Day (25 December), Anzac Day (25 April), and Good Friday, shall be paid for all time worked at the rate of double time and one-half with a minimum payment of four hours. Any employee called upon to work on the said Christmas Day, Anzac Day or Good Friday shall be paid double time in addition to the ordinary weekly rate with a minimum payment of four hours at the appropriate rate. In the case of an agreement pursuant to paragraph 19.1 of this clause to substitute a day, the Award rate of pay shall be paid for the holiday worked and the penalty payment shall apply to the day substituted in lieu thereof.

20.5 For the purpose of determining time worked by a shift worker, on a holiday, "holiday" shall mean from the completion of his shift or ordinary hours of work on the morning of the holiday until the same time the next succeeding day.

21. Sundays

21.1 All time worked on a Sunday shall be paid at double time with a minimum payment of four hours.

21.2 This Clause shall not apply to employees working ordinary hours on a Sunday pursuant to this Enterprise Agreement.

22. Supply of Working Kit to Employees

22.1 The employer shall provide for the use of employees, knives, steels, pouches and a stone for sharpening knives, free of cost.

22.2 In lieu of supplying the articles mentioned in paragraph 21.1, of this clause, an employer may pay to boners, \$2.50 per week and other employees using a knife, \$1.80 per week, on a daily basis of 50 cents and 34 cents, respectively.

22.3 Where the employer has supplied to an employee any of the articles mentioned in paragraph 21.1 of the clause, such employee, when applying for a new knife, steel, pouch or stone, shall not be entitled to such issue without payment therefore at a reasonable price, if he/she fails to return the corresponding article or articles last issued to him/her.

23. Employees' Protection

23.1 Where the duties of an employee require the use of gloves and/or waterproof aprons, they shall be supplied, free of cost, by the employer.

23.2 An employee whose work is performed under wet or greasy conditions, or who works in all weathers shall be supplied, free of cost, according to the nature of his/her work, with gum or leather boots and/or oilskins.

- 23.3 Boners and slicers when requested by them, shall be supplied with a mesh or plastic apron, the type to be agreed upon between the employer and the employee and/or mesh gloves, such apron and/or gloves when supplied shall be worn by the boner or slicer when engaged in boning or slicing work.
- 23.4 Employees working in the sheep skin shed shall be supplied with a cap and cape, when requested by them.
- 23.5 Any employee applying for new gloves, aprons, boots, oilskins or outer garments who fails to return the corresponding articles last issued to him/her, shall not be entitled to same without payment therefore at a reasonable price.
- 23.6 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.
- 23.7 Second-hand boots will only be re-issued to employees if they have been cleaned and thoroughly sterilised.

24. Accommodation

- 24.1 The employer shall provide accommodation and amenities consistent with the Factories Shops and Industries Act 1962 (NSW).

25. Clothing and Laundry Allowance

- 25.1 This clause shall apply to an employee who is required, pursuant to paragraphs (a) and (b), of subregulation (2) of Regulation 61A and of the Export (Meat) Regulations, to wear clean outer clothes and a clean head covering as prescribed in those paragraphs.
- 25.2 An employer shall pay to an employee to whom this clause applies, an allowance in the following circumstances:
- (1) Where the employer supplies the clothes at no cost to the employee, such clothes shall remain the property of the employer, and the employee shall take reasonable care of the clothes and no allowance shall be payable to the employee where the employer arranges the laundering of such clothes.
 - (2) Where the employer provides and launders clothing as mentioned in this clause, it will be the employee's responsibility to collect and return the clothing issued in his/her time, to a place on the establishment nominated by the employer.
 - (3) Where the employer supplies any of the above clothing and the employee fails to take reasonable care of, or fails to return such clothes, the employer

may recover from the employee concerned, the value of such clothes or may deduct such value from any moneys payable to such employee.

- 25.3 Head coverings shall be provided free of cost by an employer to an employee, head coverings to include hair nets. Such head covering shall be worn in a proper manner as required by management.

26. Payment of Wages

Wages shall be paid to weekly employees in the employer's time each week and shall include all monies earned up to the finishing time two days preceding the day of payment.

- 26.2 If required, wages due under this Enterprise Agreement to a casual employee, shall be paid prior to or immediately on the termination of work on each day on which he/she is engaged.
- 26.3 A leisure time credit shall be made in addition to days worked by the employee, for a day or days or part of a day by the employee on paid sick leave or on a paid public holiday, paid compassionate leave but not for a day or days or part of a day by the employee on workers, compensation, long service leave, annual leave, maternity leave, unpaid sick leave or unpaid leave of any kind.
- 26.4 Payment of wages will be made by either bank deposit or cheque.

27. Terms of Employment

- 27.1 An employee shall be engaged either as a weekly hand or as a daily hand or as a part-time employee and each employee shall be notified at the beginning of employment and before commencing work whether the employee is a weekly or daily hand or part-time employee.
- 27.2 A weekly hand and a part-time employee shall be paid by the week, and, except in the case of mis-conduct, 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 or in the case of part-time employee the appropriate wages, in lieu thereof, as the case may be.
- 27.3 This clause shall not affect the right of the employer to deduct payment for any day or portion thereof during which the employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which an employee cannot be usefully employed because of any strike or through any breakdown of machinery or interruption in the essential services excluding the availability of livestock for any reason.

- 27.4 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.
- 27.5 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 nature of the illness, incapacity or absence and the estimated duration of the same.
- In this Enterprise Agreement the term "regular casual" is defined as - a daily employee employed on a casual rate of pay who is required to present himself or herself for work each day except when notified by his/her employer that he/she will not be required. When not required to present himself/herself for work the employer shall give the regular casual employee notice the day before.
- 27.7 A part-time employee may be engaged pursuant to the provisions of Chapter 2, Part 2, Division 4, Part-Time Work of the Industrial Relations Act, 1991.
- 27.8 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.

28. Tally Boning

- 28.1 Tally - each boner shall bone the following number of units of tally per day made up to such combination of categories and weight ranges as the employer may require.
- Beef-
- Rail Boning 82 units
- 28.2 (1) Equivalentents - equivalentents shall be counted in accordance with following tables.
- (2) Beef Neck Boning on Slaughterfloor - Notwithstanding anything elsewhere contained in this clause, where carcasses or parts of a carcass are presented to the boning room where the neck has been boned, chime bone marked and paddywack removed on the slaughterfloor, and the boners on the slaughterfloor are not included in the boning team for tally, the unit values for sides or forequarters and/or crops in this Enterprise Agreement shall be reduced by 16.666 per cent of the forequarter or crop unit value.
- (3) Where an employer elects to work ordinary hours over 4 days of 10 hours each Monday to Sunday inclusive as provided for in Clause 5, Hours and Starting Times, of this Enterprise Agreement the tally provided for in this Clause shall be increased by 25%.

- (4) Where an employer elects to work ordinary hours over 3 days each Monday to Sunday inclusive as provided for in Clause 5, Hours and Starting Times, of this Enterprise Agreement the tally provided for in this Clause shall be increased by 66.66%.
- (5) Where an employer elects to work part-time employees as provided for in this Enterprise Agreement, the tally and/or equivalents provided for in this Enterprise Agreement shall be adjusted for a part-time employee proportionate to the hours worked by weekly employees.

Category and Weight Range

Equivalent
Units of
Tally

BEEF

28.3 Quarters, Crops, Butts and Rumps, and Butts-

(1) Hindquarters and Crops-

| | |
|-----------------------------------|-------|
| Not more than 45kg | 1.010 |
| Over 45kg and not more than 57kg | 1.115 |
| Over 57kg and not more than 68kg | 1.198 |
| Over 68kg and not more than 79kg | 1.281 |
| Over 79kg and not more than 91kg | 1.365 |
| Over 91kg and not more than 102kg | 1.385 |
| Over 102kg | 1.448 |

(2) Forequarters

| | |
|-----------------------------------|-------|
| Not more than 45kg | 1.162 |
| Over 45kg and not more than 57kg | 1.282 |
| Over 57kg and not more than 68kg | 1.378 |
| Over 68kg and not more than 79kg | 1.473 |
| Over 79kg and not more than 91kg | 1.570 |
| Over 91kg and not more than 102kg | 1.593 |
| Over 102kg | 1.665 |

Category and Weight Range

Equivalent
Units of
Tally

(3) Butts and Rumps

| | |
|----------------------------------|-------|
| Not more than 34kg | 0.673 |
| Over 34kg and not more than 43kg | 0.743 |
| Over 43kg and not more than 51kg | 0.799 |
| Over 51kg and not more than 59kg | 0.854 |
| Over 59kg and not more than 68kg | 0.910 |
| Over 68kg and not more than 77kg | 0.923 |
| Over 77kg | 0.965 |

(4) Butts

| | |
|----------------------------------|-------|
| Not more than 25kg | 0.475 |
| Over 25kg and not more than 31kg | 0.524 |
| Over 31kg and not more than 37kg | 0.563 |
| Over 37kg and not more than 44kg | 0.602 |
| Over 44kg and not more than 50kg | 0.642 |
| Over 50kg and not more than 56kg | 0.651 |
| Over 56kg | 0.681 |

(5) Hindquarters Yearling and Vealer Beef or Veal-

| | |
|----------------------------------|-------|
| Not more than 20kg | 0.665 |
| Over 20kg and not more than 27kg | 0.765 |
| Over 27kg and not more than 34kg | 0.879 |
| Over 34kg and not more than 45kg | 1.010 |

(6) Forequarters Yearling and Vealer Beef or Veal-

| | |
|----------------------------------|-------|
| Not more than 20kg | 0.765 |
| Over 20kg and not more than 27kg | 0.880 |
| Over 27kg and not more than 34kg | 1.011 |
| Over 34kg and not more than 45kg | 1.162 |

28.4 Bull beef being a carcass showing secondary sexual characteristics and branded B or otherwise identified by the appropriate Government Authority requiring the meat from such carcasses as being only capable of production as bull beef shall for the purposes of paying boners a penalty have the applicable unit value increased by 50%. The amount so calculated shall be divided equally between the boners working on such bulls for the day.

28.5 Mutton Boning

- (1) Boners and slicers shall work as teams.
- (2) Each carcase or part of a carcase shall be paid to the team at a constant unit rate as set out below:

| | | |
|--------------|---------------|--------|
| Full carcase | (all weights) | \$1.60 |
| Trunks | (" ") | \$1.45 |
| Rams | (" ") | \$1.90 |
| Rams trunks | (" ") | \$1.75 |

- (3) Payment to the boners and slicers shall be divided between the team as agreed.
- (4) Overs for the day to boners and slicers shall be the number of carcase-or parts of a carcase multiplied by the constant unit rate divided by the number in the team (as agreed above in clause C) less the daily wage.

28.6 The number of units processed by the boning team for a day shall be calculated by multiplying the actual number of quarters or other pieces boned in any Category and Weight range by the figure for Equivalent Units of Tally set out opposite the appropriate Category and Weight Range in the table.

28.7 The tally of a team or group may be made up of such combination of Categories and Weight ranges by the number of boners as the employer may require.

28.8 If the employer does not require the whole of a quarter or other piece for which Equivalent Units of Tally are prescribed in paragraph 27.5 of this Clause, to be boned out by a piece-work team or group, he/she may either -

- (1) omit from the team or group or transfer out of the team or group the labour which would otherwise have been engaged on boning the portion which is not required to be boned out. In such case the tally and payment of the remaining members of the team or group shall not be affected. An employee who is transferred out of a team or group for part of a day in the circumstances provided in this Clause shall be paid during such time in accordance with the appropriate provision of this Enterprise Agreement, but on the basis of an ordinary rate not less than that which would have been applicable to him if he/she had remained a member of the team or group. Or he/she may -

- (2) deduct from the equivalent for the whole quarter or other piece an appropriate percentage.

28.9 Neck boners on the slaughterfloor that are not included in the boning team, shall have the same tally as the boners in the boning room. The equivalent unit value

for each neck boned by the boner on the slaughterfloor shall be credited to each boner on the slaughterfloor.

- 10 Regulation of work and Adequate Labour - The rate of work during the day shall be regulated and controlled by the employer for the purpose of reasonable distribution of tally required over the prescribed working period, and the employer shall provide adequate and sufficient labour to follow boners in order to avoid congestion.

28. Overs rate; for beef boning:

Boners - each unit processed in excess of the room tally shall be multiplied by \$1.794 and divided by the number of boners in the team.

Slicers - each unit processed in excess of the room tally shall be multiplied by \$1.728 and divided by the number of slicers in the team.

28.12 Definitions-

(1) Slicers – A slicer shall be required to perform the following work on meat after it has been handled by the boners; remove paddywack, blood clots, bruises, ingesta stains, pieces of bone, cartilage, hide or wool, nodules and glands and sinews, exposed nerves, veins and arteries, where required, and trim fat to required specifications and trim cuts to required specifications. Such work shall be competently and efficiently performed on the meat prior to transfer to employees required to wrap and pack meat.

(2) Trimmers-- A trimmer is an employee other than a sawyer, performing work on carcasses, sides or quarters before they are boned and sliced.

NOTE: An employee who uses a knife or other implement only for the purpose of spotting or revising the slicers' work shall not be deemed to be a trimmer.

(3) "Fleeced-out"-- in reference to the boning of beef means boned-out so that, after the main part of the meat has been removed from the bones, the meat that remains in the intercostal spaces is removed by running a knife down each side of each rib bone.

(4) "Birdcaged"-- means boned-out in such manner that the meat from the intercostal spaces and the attached portion of the pleural membrane remain attached to the rest of the meat when removed from the bones by running a knife down each side of each rib bone.

(5) "Ribbed-out"-- means boned-out in such a manner that the meat from the intercostal spaces and the whole of the pleural tissue remain attached to

the rest of the meat when removed from the bones, having been freed from the bones by making an incision down the centre of each rib bone and forcing the rib bone through the incision so made.

- (6) All weights are expressed as "bone-in" weights, i.e., the actual weight of the carcass or portion as it comes to the boner.

Notwithstanding anything elsewhere contained in this clause, an employer and employee may mutually agree to time off in lieu of the payment of overs and the time off shall be granted to the employee by mutual agreement or the equivalent time off paid at the ordinary time rate of pay for such time off or any other way agreed by the parties. If no agreement is reached overs shall be paid in the normal way.

28.14 Where employees, subject to "overs" rate payment as specified in this clause, are required to work outside ordinary hours, payment shall be on the basis of "overs" or overtime, whichever is the greater.

28.15 Transfer of Employees-

- (1) Employees shall perform such tasks or combination of tasks as the employer may require.
- (2) An employer may require a boner and/or slicer to combine tally work and non-tally work. In that event the employee shall, for the purpose of calculating the tally, be counted as a tally worker proportionately to the time which he/she works on tally but in any circumstance, a permanent boner shall receive the boner's rate of pay when performing other duties.

28.16 Duties of Boning and Slicing Team

- (1) The duties of a team under this Clause shall be to bone the quarter or other piece in accordance with the requirements of the employer and to perform any tasks incidental to such boning. A piece-work team or group shall, within the ordinary hours of work on any day or shift complete such tally as the employer may require.
- (2) A member of a team or group shall perform such tasks and/or parts of tasks as the employer may require.

28.17 An employer may require an employee to combine work as a member of a tally team or group with other duties. In that event the employee shall, for the purposes of calculating the tally of the team or group and the payments to which he/she is entitled, be counted as a member of the team or group proportionally to the time which he/she works as a member of the team or group.

- 28.18 Employees shall, during the working hours mentioned in this Enterprise Agreement, so far as they can do so working at a reasonable rate, bone and process such number of carcasses or part thereof in excess of the daily tally the employer may require.

29. Learners Boning

2. For the purpose of becoming qualified as a boner, juveniles 18 years of age and over and any other employee selected by the Learning Panel may be trained as boners.
- 29.2 The conditions applying to the selection and training of employees to become boners shall be:-
- (1) A panel, consisting of two employee representatives and two persons nominated by the employer shall exist at each establishment where this clause is to be used. The general manager or his/her nominee shall be the chairperson of such panel and shall exercise a casting vote only in the case of a tie.
 - (2) Employees desirous of becoming learner boners may submit their names to the panel so nominated. The panel so nominated shall select learners and shall decide whether a learner has aptitude to be a boner and shall decide all aspects of the training of learners.
 - (3) In the event of an employee being rejected by the panel after a trial period, he/she shall revert to the position he/she held prior to being selected as a learner.
 - (4) One learner may be employed to every three or fraction of three permanent boners employed in the boning department.
 - (5) Because of the various systems of boning in operation, the period of training (and the contribution to tally) for learners shall be by agreement between the employees and the employer. The panel may increase or decrease the learning period agreed upon of any learner.
 - (6) The company shall hand to the learner at the end of his/her training period a certificate to the effect that he/she has served a training period and has been trained as a boner.
 - (7) Boners classed as permanent boners shall not be replaced because of the Learners Scheme. If boning is slack, learners shall have preference over temporary promoted boners.

29.3 Wages for Learners -

- (1) Juveniles 18 years of age -
60 per centum of the boner's weekly rate.
- (2) Juveniles 19 years of age -
70 per centum of the boner's weekly rate.
- (3) All other learners -
80 per centum of the boner's weekly rate.

29.4 In no case shall a learner employed under this clause receive less than the wage he/she received immediately prior to his/her being employed as a learner.

29.5 In any case where contribution of units by a learner to the daily total of stock boned exceeds the proportion which his wages bear to a boner's wage he shall be paid the higher rate.

29.6 A learner shall be entitled to an additional payment for his share of the number of units boned in excess of the daily tally, but he shall not be credited with a greater share than that which his daily contribution of units bears to the daily tally.

29.7 The panel shall be responsible for ensuring that -

- (1) A record be kept of the periods of training performed by the learner.
- (2) The tasks performed during such learning periods be recorded.
- (3) The contribution to the tally performed by the learners be recorded.
- (4) All decisions by the panel are to be recorded in a minute book proceedings.
- (5) The entries therein are to be vouched as a true record by the members of the panel.

29.8 Temporary Promoted Boners-

- (1) Temporary promoted boners are boners not classified as permanent boners, but who hold a certificate to the effect that they have completed a training period as a boner under the Learners Scheme operating at the establishment where they are employed.
- (2) Boners so classified as temporary promoted and who are not required by the employer to perform boning duties shall be paid a special allowance of \$1.20 per day.

- 29.9 (1) All future employees if required by the employer, shall serve a probationary period (to be determined by the training committee) in the boning room and if required by the employer shall make themselves available to be trained as boners and/or slicers.
- (2) If an employee during the probationary period is rejected by the panel as a learner or in the event of the employee being failed by the panel after a trial period, he/she shall revert to the labouring position held prior to his/her probationary period to enable another person or persons to be trained.

30. Grievance and Dispute Procedures

30.1 Grievance Procedure for Individual Employees

This procedure is to be used for the settlement of grievances of individual employees.

STEP 1 Any grievance shall be brought immediately to the attention of the foreperson on duty in that designated work area in an endeavour to settle such matter. An employee may approach the foreperson directly or if they so choose, can elect to allow their job delegate to represent them.

STEP 2 If the grievance in concern remains unresolved after such preliminary discussion, the matter shall then be referred to the next senior supervisory employee in charge at the earliest convenient occasion which shall be no later than the day of its notification.

STEP 3 If the grievance is not resolved after following the procedures laid down in Steps 1 and 2, the matter will be referred orally, 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.

30.2 Disputes Procedure (between employers and their employees)

STEP 1 Any question, dispute or difficulty, (hereinafter called "the dispute"), shall be brought immediately to the attention of the foreperson on duty in that designated work area in an endeavour to settle such matter. An employee may approach the foreperson directly or if they so choose, can elect to allow their job delegate to represent them.

STEP 2 If the dispute in concern remains unresolved after such preliminary discussion, the matter shall then be referred to the next senior supervisory employee in charge at the earliest convenient occasion which shall be no later than the day of its notification.

STEP 3 The Company may call the Disputes Committee to a meeting if it becomes aware of any pending industrial problem.

STEP 4 The Disputes Committee consists of a number of representatives agreed upon. The names of delegates 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 If the dispute remains unresolved it shall be notified under the Industrial Relations Act 1991 for determination.

STEP 7 In respect to this disputes procedure from the moment the dispute is notified to management in accordance with Step 5, a 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 8 The employees and the Abattoir 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 9 In the event of any alleged serious safety or unsafe working condition additional to normal and accepted work practices at the premises, the Management shall immediately investigate any such allegation in

consultation with the Chairperson of the Safety Committee and any other person competent to confer on any alleged safety issue.

STEP 10 If an employee is dismissed in accordance with the Terms of Employment Clause of this Enterprise 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.

31. New Technology

- 31.1 Should an employer desire to introduce new technology into a tally system of the existing premises or as an extension of an existing premises, or in the course of establishing a new premises, the following provisions shall apply:
- (1) At least 6 months before the introduction of any such change or if it is not practicable to do so, as early as it is practicable to give notice, the employer shall notify the employees in writing of the proposed change or introduction.
 - (2) There shall be a trial period during which the new technology/machinery is to be assessed by the parties as to its effects upon employment and tally.
 - (3) The length of the trial period or any extension of the trial period shall be as agreed between the employer and the employees, or failing agreement, such period or further period as may be ordered.
 - (4) Where an existing tally system of boning or handling of meat is to be replaced or altered, the manning for the new technology or equipment during the trial period shall be as agreed or in default of agreement, as determined by the employer subject to any order or award which may be made.
 - (5) During the trial period a committee of an agreed size comprising a representative or representatives of the employer and the employees shall monitor the operation of the new technology or equipment. Members of the monitoring committee shall have full access to any records relating to the operation of the new technology or equipment including details or records maintained by the employer or the union of its operation during the trial period.
 - (6) At the conclusion of the trial period the employees and the employer shall confer to any alteration to the previous system of boning or handling which is required as a result of the introduction of the new technology or equipment. In the absence of agreement as to the appropriate alteration or alterations to be made, the matter shall be notified pursuant to the

Industrial Relations Act, 1991, if not already the subject of proceedings under the Act.

- (7) While the foregoing procedures are being followed, work shall proceed normally and without direct action being taken in relation to issues involved in the proposed change or introduction.

For the purposes of this Clause "new technology" shall mean any new or significantly different plant, equipment layout or system design in any establishment covered by this Enterprise Agreement which has not already been valued for the purposes of this Enterprise Agreement by a tribunal under the Industrial Relations Act, 1991, or any Act replacing it and in respect of which the employer seeks a value for the purposes of this Enterprise Agreement.

32. Maternity, Paternity and Adoption Leave

- 32.1 Refer to Chapter 2, Part 2, Division 3, Subdivisions 1, 2, 3, 4 and 5 of the Industrial Relations Act, 1991.

33. Superannuation

In this Clause:-

- 33.1 "Approved scheme" means a scheme or fund which complies with the Australian Government's operational standards for occupational superannuation funds.
- 33.2 (1) "Eligible employee" means an employee of the employer. Provided that such employee has been in the service of the employer for the immediately preceding 8 weeks irrespective of intermittency of employment during that 8 weeks.
- (2) Where an employee becomes an "eligible employee" the employer's contribution of 3% of ordinary time earnings shall be retrospectively made to apply from the employees first day of employment.
- 33.3 "Employer" means an employer, other than a local Government employer, who is bound by this Enterprise Agreement and who usually employs employees performing the work of one or more of the classifications mentioned herein.
- 33.4 "Ordinary time earnings" means the rate paid for annual Leave purposes (excluding annual leave loading) pursuant to the Annual Holidays Act, 1944.
- 33.5 (1) Where, an eligible employee has not nominated an approved Superannuation Scheme within the meaning of the Superannuation Principle of the State Wage Case 1987, the employer shall in respect of an eligible employee contribute, pursuant to the relevant trust deed or deed of adherence, to a scheme determined by the employer. Where, an

eligible employee has nominated an approved superannuation scheme within the meaning of the said Superannuation Principle to be a relevant fund, each employee shall have the right to elect, within 1 month of 1 March, 1989, or of the date of the commencement of his employment, as the case maybe, between the employer contributing, in respect to him or her, to either the approved Superannuation Scheme so nominated by the eligible employees or a scheme nominated by the employer, provided that failing such an election being made by an employee in the time allowed the employer shall determine the scheme into which the employer's contribution in respect of that employee is to be paid. Provided further that, notwithstanding any other provisions of this Enterprise Agreement, this Enterprise Agreement shall not impose any obligation or liability on the employer to contribute to more than one approved scheme nominated by the eligible employees in accordance with this Clause.

(2) The contribution referred to in subparagraph (1) of paragraph 32.5 of this Clause shall be as prescribed by paragraph 32.2 (1) and (2) of this Clause.

- 33.6 Provided, however, that the employer shall not be required pursuant to this Enterprise Agreement to contribute in relation to any eligible employee in respect of any period for which the employee is absent from his or her work on leave without pay.
- 33.7 Provided further that no employer shall be required by this Enterprise Agreement to contribute in respect of any eligible employee an amount which is more than 3% of the ordinary time earnings of the eligible employee.
- 33.8 The employer shall make such contributions monthly for pay periods completed in such months or at such other times and in such other manner as may be agreed in writing by the trustees of the approved scheme and the employer from time to time.
- 33.9 Notwithstanding any other provisions of this Enterprise Agreement, this Enterprise Agreement shall not impose any obligation or liability on the employer to contribute to more than one approved scheme nominated collectively by the eligible employees in accordance with this Clause.
- 33.10 If at any time, after the commencement of this Clause the employer becomes bound by an award of any industrial tribunal or by a registered or unregistered industrial agreement or by legislation to contribute to another approved scheme or to any scheme or superannuation fund, not being an approved scheme, in respect of an eligible employee, then the employer's liability to make contributions to an approved scheme in respect of that eligible employee pursuant to the provisions of this Enterprise Agreement shall be reduced by the amount of the contribution the employer makes or is required by the Award or registered or unregistered industrial agreement or by legislation to make to the

other approved scheme or to another scheme or superannuation fund, not being
an approved scheme, from the date the employer becomes bound to make
payments to the other approved scheme or to the other scheme or
superannuation fund, not being an approved scheme.

PART B

Monetary Rates

Basic Wage for Adult Males: \$121.40 Per Week

Table 1 - Wages

- (1) The minimum rate of pay for 40 ordinary hours of any classification shall be as follows:

| | CLASSIFICATION | MINIMUM RATE FOR 40 ORDINARY HOURS |
|-----------------------------|-------------------------|---|
| BONING ROOM | | |
| 1 | Boner | \$550.00 |
| 2 | Slicer | \$530.00 |
| 3 | Sawyer | \$410.00 |
| 4 | Quality Control Officer | \$425.00 |
| 5 | Standards Officer | \$405.00 |
| 6 | Carton Scale Operator | \$405.00 |
| 7 | Meat Grader | \$415.00 |
| 8 | Food Packer | \$395.00 |
| 9 | All Others | \$395.00 |
| 10 | Entry Level Employee | \$351.00 |
| ANCILLARY OPERATIONS | | |
| 11 | Clerk Level 1 | \$431.60 |
| 12 | Clerk Level 2 | \$413.10 |
| 13 | Clerk Level 3 | \$403.90 |
| 14 | Clerk Level 4 | \$393.40 |
| 15 | Clerk Level 5 | \$371.40 |

- (2) The minimum rate of pay for 40 ordinary hours for junior boning room employees shall be as follows:

| | |
|----------------------------------|----------|
| At 15 years of age | \$129.20 |
| At 16 years of age | \$172.80 |
| At 17 years of age | \$215.00 |
| At 18 years of age | \$267.10 |
| At 19 years of age | \$312.40 |
| At 20 years of age - Adult rates | |

Upon any adjustment, junior rates to be calculated to the nearest 10 cents.

- (3) The minimum rate of pay for 40 ordinary hours for junior clerks shall be as follows:

| | |
|-----------------------|----------|
| Under 17 years of age | \$152.60 |
| At 17 years of age | \$194.40 |
| At 18 years of age | \$239.30 |
| At 19 years of age | \$273.70 |
| At 20 years of age | \$323.00 |

- (4) Other Rates and Allowances:- Subject to the provisions of the relevant clauses allowances and special rates are as follows:-

| ITEM NO. | CLAUSE NO. | BRIEF DESCRIPTION | AMOUNT |
|----------|------------|---------------------|--------------------------------|
| 1 | 6.3 | Alternating Shifts | \$6.10 |
| 2 | 7.3 | Meal Money | \$6.60 |
| 3 | 13.1 | First Aid Attendant | \$2.50 |
| 4 | 13.2 | Leading Hand | \$18.60 |
| 5 | 21.2 | Knife Allowances | \$2.50 \$1.80 .50 .34 |
| 6 | 28.8(2) | TP Boner Allowance | \$1.20 |

(5) **Definitions**

- (a) Entry Level Employee - an adult employee who first enters the organisation and immediately undertakes a three month training program upon the completion of which the employee then receives the appropriate adult rate thereafter. Provided that at the employers discretion, all or part of this three month period may be waived, if the employer is satisfied the employee has the necessary training and experience required to do the work expected of them.
- (b) Clerk Level 5 - means an adult employee who works under direct supervision and who for a major part of the time performs routine or repetitive clerical duties involving the application of clearly prescribed standard practices which require the exercise of limited discretion. Without limiting the generality of the foregoing, examples of the type of work included in the above definition are: checking figures, matching documents, sorting or filing papers, handling mail.
- (c) Clerk Level 4 - means an adult employee who -
 - (i) works under general supervision performing clerical duties which involve the exercise of some initiative and minor decision making within a regular work routine; and/or
 - (ii) for the major part of the time operates a switchboard; and/or
 - (iii) is employed as a typist, and who does not fall within the definitions of Grades 2 or 1.
- (d) Clerk Level 3 - means an adult employee who possesses the necessary skills and is classified as one of the following and who does not fall within the definitions of Grades 2 or 1: a stenographer; comptometer operator; ledger posting or similar accounting machine operator; data processing machine operator; tabulating machine operator; computer operator; card punch machine operator; verifier operator.
- (e) Clerk Level 2 -means an adult employee who -
 - (i) is capable of and may perform any duties of a Grade 5, 4, or 3 Clerk and who performs clerical duties under limited supervision receives limited instructions which relate only to matters of substance in the work assignment (although more detailed instructions may be necessary on particular occasions), is regularly required to exercise independent initiative and judgement and possesses a requisite knowledge of office procedures and of the employer's business; and/or
 - (ii) is required to supervise and/or control the work of other clerks (excluding typists and stenographers) a typists' pool and/or the work of bookkeeping and/or comptometer operators.

- (f) Clerk Level 1 - means an adult employee who -
- (i) is capable of performing any duties of a Grade 5, 4, 3, or 2 Clerk and who is competent in his/her work, requires little guidance in the performance thereof, exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of office procedures and of the employer's business; and/or
 - (ii) is required to accept responsibility for the work of a department or of a section or the work of clerks (excluding typists and stenographers) engaged in such department or section.

THE COMMON SEAL OF EC THROSBY
 PTY LIMITED was hereto affixed
 in accordance with its Articles
 of Association in the presence of:



[Signature]
 Director

[Signature]
 Secretary

3RD JULY 1995
 Dated

**Signed by the following employees
 party to the said Enterprise Agreement:**

| <u>NAME</u> | <u>ADDRESS</u> | <u>SIGNATURE</u> | <u>DATED</u> | <u>WITNESS</u> |
|-----------------------|---|---------------------------|----------------|----------------|
| BABBAGE Michael | 23 Darren Drive Mudgee NSW 2850 | <u><i>[Signature]</i></u> | <u>29-6-95</u> | _____ |
| BARRASS Rhoda | 236 Church Street Mudgee NSW 2850 | <u><i>[Signature]</i></u> | <u>29-6-95</u> | _____ |
| BARRASS William John | 7 White Street Gulgong NSW 2852 | _____ | _____ | _____ |
| BRADDICK Ross | "Morra May" White Rock Road Rylstone NSW 2849 | <u><i>[Signature]</i></u> | <u>29-6-95</u> | _____ |
| BROWN Michael Gregory | 93 Mortimer Street Mudgee NSW 2850 | <u><i>[Signature]</i></u> | <u>29-6-95</u> | _____ |
| BUTLER Gregory | 17 Atkinson Street Mudgee NSW 2850 | <u><i>[Signature]</i></u> | <u>29-6-95</u> | _____ |
| CONSTABLE Sean Andrew | 4/21 Lovejoy Street Mudgee NSW 2850 | <u><i>[Signature]</i></u> | <u>29/6/95</u> | _____ |
| CROSS Damien | Lot 9, Ulan Road Gulgong NSW 2852 | <u><i>[Signature]</i></u> | <u>29-6-95</u> | _____ |
| DALEY Donna | 4/21 Lovejoy Street Mudgee NSW 2850 | <u><i>[Signature]</i></u> | <u>29/6/95</u> | _____ |

| | | |
|----------------------|--|--------------------------------|
| DALL Gary | C/ Riverside Caravan Park Mudgee NSW 2850 | <u>G. Dall 29.6.95</u> |
| FLACK Julie Lynette | 22c Gladstone Street Mudgee NSW 2850 | <u>Julie L Flack 29.6.95</u> |
| FULLER Shane | 4/21 Lovejoy Street Mudgee NSW 2850 | <u>S. Fuller 29.6.95</u> |
| GRIEVE Helen | 192 Mortimer Street Mudgee NSW 2850 | <u>H. Grieve 29.6.95</u> |
| HOFFMAN Julie | 2/163 Mortimer Street Mudgee NSW 2850 | <u>J. Hoffm 29.6.95</u> |
| HOFFMAN Mark | 2/163 Mortimer Street Mudgee NSW 2850 | <u>M. Hoffm 29.6.95</u> |
| HOGAN Diane Adelia | 50 George Street Mudgee NSW 2850 | <u>D. Hogan 29.6.95</u> |
| KENT Ellen Joyce | 177 Mortimer Street Mudgee NSW 2850 | <u>E. Kent 29.6.95</u> |
| KONEMANN Joanne Lee | 9/70a Lawson Street Mudgee NSW 2850 | <u>J. Konemann 29.6.95</u> |
| MACMAHON Anthony | Lot 11, Ulan Road Gulgong NSW 2852 | <u>A. MacMahon 29.6.95</u> |
| MASTERS Roxanne June | 220 Gladstone Street Mudgee NSW 2850 | <u>R. Masters 29.6.95</u> |
| MAXWEL Nicola | Unit 2, Roth Court Mudgee NSW 2850 | |
| MCGUIRE Joy Lydia | 4 Cox Street Mudgee NSW 2850 | <u>Joy McGuire 29.6.95</u> |
| MCMANUS Blanche | 3 Medley Street Gulgong NSW 2852 | <u>Blanche McManus 29.6.95</u> |
| MILTON Lee | 17 Trefusis Avenue Mudgee NSW 2850 | <u>Lee Milton 29/6/95</u> |
| NEBAUE Joseph | 175 Denison Street Mudgee NSW 2850 | <u>J. Nebauer 29.6.95</u> |
| O'BRIEN Nicole | 94A Gladstone Street Mudgee NSW 2850 | <u>N. O'Brien 29.06.95</u> |
| ROBINSON Jason | 2 Paterson Street Mudgee NSW 2850 | <u>Jason Robinson</u> |
| SMALL Jacqueline | 90 Horatio Street Mudgee NSW 2850 | <u>J. Small 29.6.95</u> |

| | | | |
|--------------------|--|---------------------------|----------------|
| SMALL Joel | 90 Horatio Street Mudgee NSW 2850 | <u>Joel Small</u> | <u>29/6/95</u> |
| STIG Linda | 3/70 Mortimer Street Mudgee NSW 2850 | <u>Linda Stig.</u> | <u>29/6/95</u> |
| THOMAS Warren | 275 Springwood Road Gulgong NSW 2852 | <u>Warren Thomas</u> | <u>29/6/95</u> |
| WEATHERALL Michael | 15 Bell Street Mudgee NSW 2850 | <u>Michael Weatherall</u> | <u>29/6/95</u> |
| WEATHERALL Phillip | 15 Bell Street Mudgee NSW 2850 | <u>Phillip Weatherall</u> | <u>29-6-95</u> |
| CORNEY, ELIZABETH | 105 GLADSTONE STREET MUDGEES NSW 2850 | <u>Ed Corney</u> | <u>29.6.95</u> |