

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/221

TITLE: Bartter Riverina Operations Engineering and Maintenance Agreement 2000

I.R.C. NO: 00/3686

DATE APPROVED/COMMENCEMENT: Approved 8 August 2000 and commenced 1 December 1999

TERM: 24 months

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged pursuant to the Metal and Engineering Industry Award and employed at the Hanwood site

PARTIES: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch -&- Bartter Enterprises Pty Ltd



BARTTER GROUP OF COMPANIES

RIVERINA OPERATIONS

ENGINEERING AND MAINTENANCE AGREEMENT 2000

1. TITLE

This agreement shall be known as the Bartter Riverina Operations Engineering and Maintenance Agreement 2000 ("this agreement").

2. PARTIES TO AGREEMENT

This agreement is made by Bartter Enterprises Pty Ltd ACN 000 451 374 of McWilliams Road, Hanwood ("the company") and the Automotive, Food, Metals and Kindred Industries Union – NSW Branch ("the union").

3. SCOPE OF AGREEMENT

This agreement applies to employees of the company employed at the Hanwood site ("the site") covered by the Metal and Engineering Industry (NSW) Award, including apprentices ("the employees").

4. PARENT AWARDS

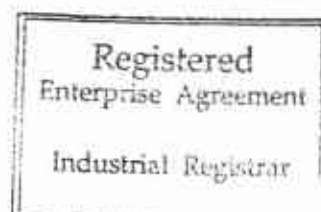
Where this agreement is silent, the terms of the Metal and Engineering Industry (NSW) Award ("the award") shall apply. Where there is any inconsistency between this agreement and the award, this agreement shall override the award to the extent of the inconsistency.

5. TERM OF AGREEMENT

This agreement shall come into force on 1 December 1999 and expire on 1 December 2001.

6. WAGE INCREASES

All purpose rates of pay shall be increased by 5% with effect from the first full pay period to commence on or after 1 December 1999; and by a further 5% with effect from the first full pay period to commence on or after 1 December 2000. Annexure 1a and 1b to this agreement are examples of the schedule of wage rates.



7. SALARY CONTINUANCE

(a) Employees will be entitled to a salary continuance benefit which provides for up to 3 months leave on full pay on each and every occasion where an employee is suffering from temporary illness or disability. Where required, the employee will be entitled to a further 2 years continuance at 75% of the applicable all purpose rate.

(b) This benefit supersedes all previous sick leave entitlements and provisions.

(c) Where an employee's accrued sick leave as at 1 December 1999 is in excess of three months, that employee will receive a payment equivalent to the difference between the accrued sick leave and three months.

(d) For the purposes of providing Special Family Leave, employees will accrue 8 days per annum, to a maximum of 96 days.

8. CONSULTATIVE MECHANISMS

Site management will meet bi-monthly with representatives of the employees. The relevant union officer will also be invited to attend such meetings. The purpose of the meetings is to:

- discuss significant changes to the site's operation which may have an effect on the metal trades employees;
- identify suitable performance measures for the assessment of the groups' work performance;
- resolve grievances and matters of concern that may arise among metal trades employees.

These meetings will be minuted and the minutes circulated to all metal trades employees.

9. SUPERANNUATION

(a) The company will make contributions to complying superannuation funds in accordance with the applicable legislation.

(b) The company contributions will be made to any complying fund or funds nominated by the employee, provided that no employee may have contributions made to more than two funds.

10. SALARY SACRIFICE SUPERANNUATION CONTRIBUTIONS

(a) The objective of this clause is to enable employees to make pre-tax contributions to complying superannuation funds through a salary sacrifice arrangement.



(b) The company will continue to make employer contributions to nominated complying superannuation funds in accordance with relevant superannuation guarantee legislation ("employer contributions").

(c) An employee may request that the company make additional contributions to a superannuation fund provided that no employee may have contributions made to more than two funds. These contributions are distinct from and in addition to the employer contributions specified at sub-clause 9(a). For the purpose of this clause, these additional contributions will be referred to as "salary sacrifice contributions".

(d) On each occasion on which the company makes a salary sacrifice contribution on behalf of an employee, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purpose of this sub-clause "occasion" means the calculation and processing of the payroll in accordance with the normal pay period.

(e) No employee may have salary sacrifice contributions at a level in excess of 50% of their pre-salary sacrifice gross weekly all purpose rate of pay.

(f) Employees may elect to have salary sacrifice contributions made at a set dollar amount or as a percentage of earnings.

(g) Where an employee elects to enter into a salary sacrifice contribution arrangement, the details of that arrangement will be recorded and circulated in accordance with form contained at Annexure 2 of this agreement.

(h) In the event that the law governing superannuation and taxation changes in such a way as to make the objective of this clause ineffective, unattainable or illegal, the company will advise the employees concerned, and the salary sacrifice contribution arrangement will be terminated or amended.

11. SHIFT WORK PROVISIONS – PROCESSING PLANT

The provisions of this clause apply only to shift work employees in the Processing Plant, and supersede the awards' provisions:

(a) employees who are so rostered must report for duty on any Saturday, Sunday or Public Holiday where the plant is scheduled to process birds on that day, until the completion of the days production.

(b) the night shift loading shall be 30% of ordinary time earnings.

(c) the afternoon shift loading shall be 20% of ordinary time earnings.

(d) employees engaged on full time rotating three shift work shall accrue annual leave at the rate of 5 weeks for each completed year of service.

(e) (i) the wage rate for employees engaged on full time rotating three shift work shall be expressed and paid as an 'all purpose' hourly rate. The rate will include the current base rate, all existing over award payments and existing allowances, and is calculated in accordance with Annexure 1 (see example) of this agreement.

(e) (ii) the 'all purpose' wage rate does not include penalty entitlements for ordinary time work on Saturdays and Sundays or shift loadings. These entitlements will be calculated in over one complete roster cycle and paid as an average each week.

(e) (iii) the 'all purpose' wage rate does not include penalty entitlement for ordinary time work on public holidays. The applicable penalty rate will be applied to the 'all purpose' rate and paid as an when, the entitlement falls due.

(e) (iv) the 'all purpose' wage rate will be the 'all purpose' rate used for the calculation of overtime entitlements.

(f) employees may be required to work on any afternoon or night shift which is less than 5 consecutive days in duration. No premium, loading or penalty shall be payable for such work other than as provided for by this agreement.

(g) employees will receive payment of their average shift loading or 17.5% of the 'all purpose' rate (whichever is the greater amount) for all periods of annual leave.

12. SPAN OF ORDINARY HOURS

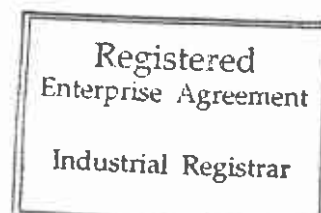
Ordinary day work or day shift hours may be rostered from 0500 to 1700,

13. CONDITION MONITORING

Where an employee is required to attend the site on Saturday or Sunday for the purposes of a routine maintenance check, and that requirement is notified to the employee prior to the end of their last rostered shift or day's work, the minimum payment for attending the site shall be as for two hours' work.

14. DISPUTE AND GRIEVANCE RESOLUTION

(a) Where an employee has a grievance in relation to his employment he shall raise the matter in the first instance with his direct supervisor.



(b) If the matter is not capable of resolution at that level, or if the matter relates to an industrial issue or claim, it shall be referred to the site Human Resources Manager or her nominee and to the union's nominated official for further discussion.

(c) If the matter cannot be resolved at that level, it shall be referred to the Industrial Commission of NSW for resolution in accordance with section 130 of the Industrial Relations Act (NSW) 1996.

(d) While this process is being followed, work shall continue as normal, provided that employees' safety is not compromised.

15. FIRST AID

The required number and location of employees qualified to give first aid will be determined by the company and employees so advised. Nominated first aid attendants will receive the first aid allowance provided for by the awards.

16. RIGHT OF ENTRY

Officers of the union will be permitted to visit the site for the purpose of carrying out their functions, provided that permission is sought from management, and that the company's quarantine and safety guidelines are met.

17. DEDUCTION OF UNION DUES

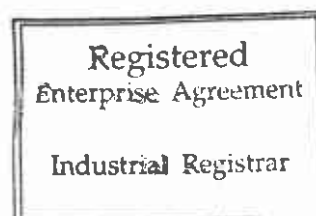
The company will continue to maintain direct deduction of union dues from wages due to employees provided that the employee so authorises that deduction.

18. APPRENTICES

The company will endeavour to maintain its intake of apprentices at 4 per annum. In the event of any major changes to the site's operations, the company reserves the right to review this position. Apprentices will receive that proportion of the rates provided for in this agreement provided for by the award.

19. CLASSIFICATION OF EMPLOYEES

Not less frequently than every 6 months, the company will ensure that employees are properly classified under the awards given their qualifications and competencies; provided that employees will not be reclassified if the skill, qualification or competency is not required by the company.



20. TRADE UNION TRAINING

The company will release union delegates on unpaid leave to attend accredited trade union training courses, provided that the employees provide 4 weeks' notice of their intention to attend such training.

21. ON-CALL ENTITLEMENTS

(a) For the purpose of this clause "on-call" means an employee who has been requested and agreed to hold themselves available for call in to the site outside their normal hours of work. Employees in this situation will be required to carry a mobile telephone and to be available to safely carry out any call in that may be required.

(b) An employee who is required to hold themselves available for call-in shall be paid \$227.00 per week for each week that they are required to be on-call.

(c) An employee who is required to hold themselves available for call-in over a public holiday period shall be paid \$113.50 per day for each public holiday that they are required to be on-call.

22. RENEWAL OF AGREEMENT

The company and the union will meet three months prior to the expiry of this agreement to discuss the operation of the agreement, and if both parties agree to do so, commence to renegotiate a further agreement.

23. EXECUTION

Signed for Barter Enterprises Pty Ltd by Peter Barter - Chariman:

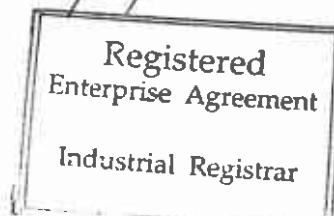
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Peter Barter Date: 12-7-2000

Signed for the Automotive, Food, Metals and Kindred Industries Union – NSW Branch by

[Signature]

Date: 13/7/ 2000



Annexure 1a

HANWOOD METAL TRADES AGREEMENT**"ALL PURPOSE" WEEKLY RATE - PROCESSING PLANT SHIFT WORK EMPLOYEES**

Example (C10)

Base Rate	\$477.20	Leading Hand allowances will be included in the APWR for those who currently receive it.
Over Award	\$50.00	
Tool Allowance	\$10.20	
Shift Bonus	\$76.00	
All Purpose Weekly Rate	\$613.40 (APWR)	
	\$16.1421 per hour	

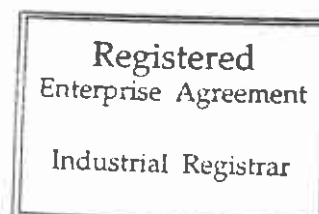
The 5% increase is paid on this APWR

All overtime is paid on the APWR

Allowances not included in APWR will be continued to be paid as weekly payments (eg First Aid)

Shift Loading Calculation

Week 1	5 Days @ zero = zero	
Week 2	5 afternoons @ 20% = 20% x 613.40 =	\$122.68
Week 3	3 nights @30% = 30% x (613.40/38) x 22hrs=	\$106.54
	1 Sat @50% x 3hrs = 50% x (613.40/38) x3 =	\$24.21
	1 Sat @100% x 5hrs = 100% x (613.40/38) x5 =	\$80.71
	1 Sun @ 100% x 8hrs= 100% x (613.40/38) x8 =	\$129.14
Total:		\$463.28 over three week cycle
Average Weekly Payment:		\$154.43
Average Weekly Payment w/o overtime		\$767.83
		\$20.2060 per hour



Annexure 1b

HANWOOD METAL TRADES AGREEMENT

ALL PURPOSE WEEKLY RATE - ENGINEERING WORKSHOP, MECHANICS, REFRIGERATION

Example for C10

Base Rate	\$477.20
Over Award	\$30.00
Tool	\$10.20

All Purpose Weekly Rate: **\$517.40 APWR**
 \$13.6158 per hour

All overtime is paid on the APWR

Leading Hand Allowance (for those who receive it) is included in the APWR

Annual Leave, Sick Leave and Long Service Leave is paid on the APWR

Weekly Allowances such as First Aid will be paid as a weekly payment and not included in the APWR

