

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/337

**TITLE: Bartter Enterprises Pty Ltd and The Australasian Meat Industry
Employees' Union New South Wales Branch (Hanwood) Enterprise
Agreement 2000-2002**

I.R.C. NO: 2000/5043

DATE APPROVED/COMMENCEMENT: 9 November 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

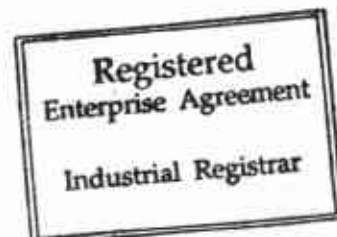
DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

**EMPLOYEES: Applies to all employees engaged pursuant to the Poultry Industry Preparation
(State) Award**

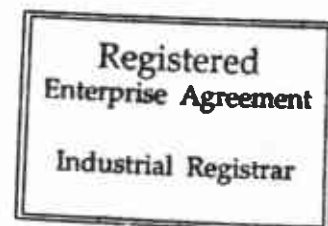
**PARTIES: Bartters Enterprises Pty Ltd -&- The Australasian Meat Industry Employees' Union,
New South Wales Branch**



**BARTTER ENTERPRISES
AND
THE AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES UNION
NEW SOUTH WALES BRANCH
(HANWOOD)**

**ENTERPRISE AGREEMENT
2000-2002**

July 2000



11.2000

ARRANGEMENT

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APPENDIX 1

Table 1 - Rates of Pay: EBA Base Structure

Table 2 - Rates of Pay: CBT Structure

1. TITLE

This Agreement shall be referred to as the "Barter Enterprises Pty Ltd" and The Australasian Meat Industry Employees' Union New South Wales Branch (Hanwood) Enterprise Agreement 2000-2002.

2. PREAMBLE

The Agreement is the result of cooperative discussions between all the parties and has not been entered into by any party under duress.

i Overall Objective

The central aim of this Agreement is to improve the productive performance of all areas of the Company.

To achieve this, it is recognised that management, the employees and the Union (AMIEU) need to continue to build on their commitment to a consultative and participatory approach in the workplace.

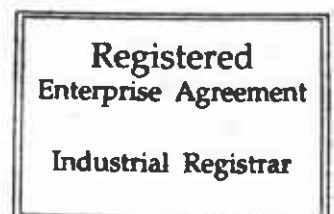
ii Strategy

The parties agree to the achievement of improved performance throughout the functional areas of the Company with ultimate aim of matching and surpassing performances achieved by main competitors and to provide remuneration to employees which acknowledge those achievements. This will be accomplished by addressing the entire production system, the organisational structure, the plant, the equipment, the people (management and employees) that combine to conceive, develop, produce, market and deliver the Company's products to the customer.

iii Critical Success Factors

Critical success factors are essentially the following:

- a) Production: Level of waste, wages and overhead efficiencies, storage, other overheads.
- b) Quality Assurance: Consolidation of quality assurance procedures and work practices.
- c) Increased volume.



3. DEFINITIONS

- i Commission - means the Industrial Relations Commission of New South Wales.
- ii Company - means Bartter Enterprises Pty. Ltd.
- iii Union - means the Australasian Meat Industry Employees' Union (NSW Branch).
- iv Full-time employee - means a weekly employee employed for 38 hours per week.
- v Part-time employee - means an employee who is a weekly employee and may be engaged for a minimum of one (1) day per week and no less than four (4) hours per day.

A part-time employee shall receive all the benefits as received by a full time employee in the ratio of hours, as fixed, as they bear to 38 hours.

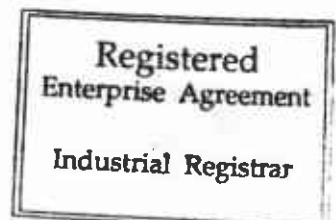
The part-time hourly rate shall be the applicable weekly rate for the classification concerned divided by thirty-eight.

The span of ordinary hours for part-time employees shall be as prescribed in clause 7.

- vi Casual employee - means an employee employed by the hour, provided that casuals may be paid through the weekly pay process. Casual employees shall be paid a minimum payment of not less than 4 hours on any day.

A casual employee shall receive a loading of 21 per cent in lieu of sick leave, public holidays, annual leave and compassionate leave.

- vii Leading hand - means an employee appointed as such by the Company and who, while working under supervision, gives instruction to and/or is responsible for work done by the other employees.
- viii KPI - means Key Performance Indicators.
- ix CBT - means Competency Based Training.
- x 1998 Agreement- means the Bartter Enterprises Pty Limited and the Australian Meat Industry Employees' Union (New South Wales Branch) (Hanwood) Enterprise Agreement 1998.



- xi Parent Award - means the Poultry Industry Preparation (State) Award 265 IG 559.

4. PARTIES BOUND & RELATIONSHIP TO PARENT AWARD

- i This Agreement shall be binding upon the following;
- a) The Company whose place of business under this Agreement is McWilliams Rd Hanwood NSW 2680;
 - b) The Union; and
 - c) All employees within the jurisdiction of the Poulterers (State) Conciliation Committee.
- ii Relationship to Parent Award

This agreement shall be read in conjunction with the terms and conditions of the Parent Award and the 1998 Agreement. Where any inconsistency occurs between this agreement and the Parent Award and 1998 Agreement, the terms of this agreement shall prevail to the extent of any inconsistency.

5. DURATION AND RENEWAL

- i The term of this agreement will be for 2 years. It will come into force on the date of signing and will remain in force for a period of 2 years from that date.
- ii The parties agree to enter into negotiations at least 3 months prior to the expiration of this agreement.
- iii Should negotiation for renewal not achieve agreement prior to the expiration of this agreement, the terms and conditions of this agreement shall continue.
- iv The parties agree that a voting process will be implemented to select the Committee Members for the next enterprise agreement.

6. CONTRACT OF EMPLOYMENT

- i Employees shall be engaged on a full-time, part-time or casual basis. The parties agree that, where possible, full-time employment is preferable. It is recognised however that, because of the seasonality of our business, other types of engagement may be necessary from time to time.

- ii A probationary period of three (3) months will be applied to all new employees, other than casual. This probationary period shall commence from the date of engagement. During the probationary period, the employee's employment may be terminated by either the employee or the Company with the giving of one day's notice or by the payment or forfeiture of one day's pay as the case may be.
- iii Upon engagement, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.
- iv There will be no fixed ratio of casual to permanent employees. It is recognised that our business must be flexible enough to meet the needs and demands of our customers. Accordingly, manning requirements will reflect business needs.
It is the company's preference to offer permanent and permanent part-time employment, however we understand the needs of employees. Accordingly those employees who commence on a casual basis, after 12 weeks or 456 hours of satisfactory service, shall be offered permanent full time or permanent part time employment based on the needs of the business. The employee shall have the choice to take up such permanent employment and may elect to stay employed on a casual basis. Where permanent part-time work is elected the employee will not be given less hours work than the average hours worked in the previous 12 weeks or 456 hours worked.

7. HOURS OF WORK

It is the intention of the parties to this agreement to modify working arrangements to ensure greater flexibility in the production process. This clause is to read in conjunction with Clause 4: Hours, of the Parent Award.

i Day Workers

The ordinary hours of work for day workers shall be in accordance with the parent award and the 1998 agreement. The exception to this are those employees who work in the Primary Processing area of the plant, whose ordinary hours shall be from 3.00 a.m. until 6.00p.m. Employees of the Primary Processing shall be given the option of working in the area should these times be introduced.

ii Accrued Leisure Time



The planning for days off as leisure time shall, where practical, be in the ratio of 2 prime days for three other days, provided that no employees shall be rostered to take accrued leisure leave on a production day preceding or following a public holiday. When this occurs the day shall be transferred to the next prime day.

Any worker who makes application to work on a rostered accrued leisure day, provided such work is available, shall be paid at the ordinary hourly rate for all time worked on that day. When an employee is requested by the company to work on their Rostered Day Off they shall be paid at the appropriate overtime rate.

8. PICNIC DAY ELEGIBILITY

With the eligibility of leave relating to Picnic Day entitlement will be written onto all employee pay slips.

9. NOTICE OF OVERTIME

Where a day shift employee is required to work overtime, the department supervisor will advise the employee of their need to work overtime by the start of the employee's lunch break.

Where an afternoon shift employee is required to work overtime, the department supervisor will advise the employee of their need to work overtime by the start of the employee's meal break.

10. PREPROGRAMMED WEEK-END OVERTIME

Where an employee is required to attend the site on Saturday or Sunday for the purpose of pre-programmed routine work, 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.

11. MEALS AND REST PERIOD

- i The 50 minute break entitlement will be taken over 2 breaks. Day shift employees will take one twenty and one thirty minute break. Employees will then finish work ten minutes before the end of shift and be paid up to the end of shift. Afternoon shift will take two twenty-minute breaks, the remaining 10 minutes will be taken at the end of shift. The times of the two breaks will be negotiated in line with business needs.



- ii When an employee is required to work overtime, a further break will be made available at the end of the employees' normal hours.

12. EXCESSIVE BREAKS

The Company will use supervisors and leading hands to ensure employees are leaving and returning from breaks at correct times and will use the award discipline procedures to deal with offenders. This practice will be endorsed by the union.

13. PUBLIC HOLIDAY / WEEKEND WORK

Employees will guarantee that there be sufficient labour available to allow the operation of the plant on any three nominated days (ie. Saturday, Sunday or Public Holiday) in one year. These days will be nominated by the Company. Employees will be called on a voluntary basis first and if there remains insufficient labour, employees will be nominated to work.

If employees are required to work on additional days this will remain on a voluntary basis.

14. RATES OF PAY

i Increases

Year 1

- a) A 4% increase shall be calculated on the final rates of the 1998 agreement. All wages will be increased from the first full pay period after the 20th July 2000.
- b) At the beginning of paying the new rates referred to in the paragraph above, employees will be back paid the first 4% increase to 20th July 2000.

Year 2

- a) All wages will be increased by 4.5% from the first full pay period falling after the 20th July 2001.
Barter Enterprise management are committed to reviewing employee wage parities between sites.
- ii The increases for Year 1 and Year 2 as above, shall be based on the 1998 agreement rates and the CBT rates contained in the 1998 agreement.



- iii For the life of this agreement, all safety net and award adjustments shall be absorbed into the rates in table A of Appendix 1 - Rates of Pay of the agreement.

15. ALLOWANCES

- i Chiller employees will receive a chiller location allowance of 57 cents per hour, this allowance replaces the existing chiller allowance of 11 cents per hour and is in addition to the productivity allowance presently in place.
- ii The Protein Rendering Plant heat allowance will be increased to 60cents per hour over 12 months for ordinary hours worked. Temperatures exceeding 40 degrees Celsius to be managed for relief.
- iii While the existing tub room facilities remain, a 57cents per hour location allowance will be given to tub room employees during the months of December to February inclusive. The parties will monitor temperatures for the months of November to March.
- iv All After-Process Cleaners will be provided with a level of chemical training which meets the needs of legislation. This training will be provided for by Training and Development. A competency-based assessment will be conducted on completion of training. Upon competence of this unit After-Process Cleaners will be paid the 57cent per hour location allowance provided for under the award.

16. WAGE CONTINUITY INSURANCE

The company will investigate the possibility of offering wage continuity insurance for all its employees.

17. KEY PERFORMANCE INDICATORS

Throughout the life of this agreement, the Company will identify a series of KPI's for the workplace. These will become a significant element in the development of subsequent agreements.

18. MONITORING PROCESS

The parties will establish a process to review closely the key issues and developments essential to the implementation of this agreement and ongoing business and workplace reform matters.



19. SICK LEAVE

The method of sick leave accumulation is to remain as per current award provisions, however accumulated sick leave will be paid out on the following basis.

At the commencement of EBA all employees are to select one of the following options:

Option 1

Apply current award conditions up to the time an employee leaves the company. On ceasing employment all untaken sick leave which has accumulated as from the last anniversary of employment prior to commencement of EBA shall be paid out.

Option 2

Sick leave accumulated up to the anniversary of employment prior to commencement of EBA shall be kept in reserve. At each anniversary of employment all untaken sick leave which has been accumulated (with the exception of leave in reserve) shall be paid out. Sick leave which has been kept in reserve can only be used if an employees medical condition/s has resulted in the taking of leave in excess of the yearly accumulation.

20. LEAVE

PERSONAL /CARER'S LEAVE

a) Use of Sick Leave

i. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in (a)(iii)(b) who needs the employee's care and support, shall be entitle to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 20 of this agreement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

ii. The employee shall, if required, establish either by production of a medical certificate of statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.



iii. The entitlements to use in sick leave in accordance with subclause is subject to:

- a) The employee being responsible for the care of the concerned;
and
 - b) The person concerned being;
 - (1) a spouse of the employee; or
 - (2) a defacto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of the person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or and adult child(including a adopted child, a step child, a foster child or and ex-nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of the employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the household, where for the purpose of the paragraph:
 - iv. "relative" means a person related by blood, marriage or affinity;
 - v. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - vi. "household" means a family group living in the same domestic dwelling.
 - vii. An employee shall, wherever practical, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practical for the employee to give prior notice of absence, the employee shall notify the company by telephone of such at the first opportunity on the day of absence.
- b) Unpaid Leave for Family Purpose
- i. An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in (a)(iii)(b) above who is ill.



c. Annual Leave

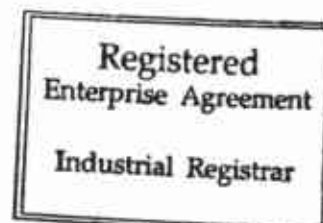
- i. An employee may elect, with the consent of the Company, subject to the Annual Holidays Act 1944, to take Annual leave not exceeding five single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- ii. Access to annual leave, as prescribed in paragraph (c)(i.) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- iii. An employee and Company may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(d) Time off in Lieu of Payment for Overtime

- i. An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- ii. Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- iii. If, having elected to take time a leave, in accordance with paragraph (d)(i.) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of twelve (12) month period or on termination.
- iv. Where no election is made in accordance with paragraph (d)(i.) the employee shall be paid overtime rates in accordance with the Parent Award.

(e) Make-up Time

- i. An employee may elect, with the consent of the Company, to work 'make-up time' under the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.



- ii. An employee on shift work may elect, with the consent of the Company to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

21. DISCOUNTS

i. Bartter Enterprises Discount List

The company will negotiate with local businesses (including petrol companies) to supply products at discount prices for its employees, through a discount card system which shall be offered to all employees on production of a current pay slip.

ii. Bartter Enterprises Discount Products

All fresh chicken products have been reduced in price for the Company's employees only. Frozen products are already sold at cheaper than normal prices. In conjunction with the discount card, frozen products may be sold for cheaper prices to employees, than the public, in the future.

22. TRAINING

The parties are committed to a competency based development plan for the processing plant. The plan which is identified in Appendix B of the 1997 agreement has as its objective to assist in the establishment of a system of training for trainees which provides approved training in conjunction with employment, and where wage adjustments will be linked to skill levels achieved by the employee.

All existing employees including casual and permanent employees are able to participate in the plan and traineeship agreements.

23. COMPETENCY BASED TRAINING

A review of the training system has been conducted. This review looks at:

- * Change of Training schedule. Employees will be allocated to groups and be released for 4 hour Blocks. During a 4 hour block, employees will complete a whole module or a number of modules. Plant management are committed to releasing employees for training, and ensuring that sufficient employees are available to replace employees attending training.
- * Assessment. Assessors will need to be released from production to perform assessment duties on completion on training.

* Management are committed to progress employees through the training framework and to complete training to stage D within 18 months.

24. DISPUTES PROCEDURE

Disputes arising between the parties to this Agreement shall be settled in accordance with the stages of discussion set out below:

- i Discussion between the employee(s) concerned and at the employee(s) request, the appropriate Union delegates, and the immediate supervisor/s;
- ii Discussion involving the employee(s), union delegates and more senior management;
- iii Discussion involving representatives from the Union(s) concerned and the company's representative(s).
- iv Discussion involving senior union official(s) and the Company's representative(s).
- v There shall be an opportunity for any parties to raise the issue to a higher stage.
- vi Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- vii Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales.
- viii In the event that any party fails to comply with the provisions of this procedure, the other party involved shall be entitled to exercise their legal rights in relation to such dispute.
- ix The Company shall ensure that all practices applied during the operation of the procedure are in accordance with safe working practices and consistent with established custom and practice at the workplace.
- x This procedure will be recognised by all employees and union representatives.
- xi During the negotiation stages, past custom and practice shall continue pending the final settlement of the dispute. Whilst this procedure is being followed normal production shall continue.

APPENDIX 1

Table 1

RATES OF PAY

The rates of pay identified below are based on the level structure of the Parent Award. The enterprise agreement recognises two increments in wage levels associated with the negotiation of this agreement.

EBA BASE STRUCTURE

Classificatio	1998 Agreement Rate	Increase Per Week Year 1 4%	Year 1 Weekly Amount	Year 1 Hourly Amount	Increase Per Week Year 2 4.5%	Year 2 Weekly Amount	Year 2 Hourly Amount	TOTAL INCREASE FOR LIFE OF AGREEMENT
Level 1	430.64	17.23	447.87	11.79	20.15	468.02	12.32	37.38
Level 2	449.05	17.96	467.01	12.29	21.02	488.03	12.84	38.98
Level 3	458.54	18.34	476.88	12.55	21.46	498.34	13.11	39.80
Level 4	467.46	18.70	486.16	12.79	21.88	508.04	13.37	40.58
Level 5	476.62	19.06	495.68	13.04	22.31	517.99	13.63	41.37
Level 6	510.68	20.43	531.11	13.98	23.90	555.01	14.61	44.33



Table 2

RATES OF PAY

COMPETENCY BASED TRAINING STRUCTURE

Classification	Current CBT Rate	EBA Increase Year 1 4%	Year 1 Plus 4% Increase Weekly	Year 1 Plus 4% Increase Hourly	EBA Increase Year 2 4.5%	Year 2 Plus 4.5% Increase Weekly	Year 2 Plus 4.5% Increase Hourly	TOTAL EBA INCREASE
Level A	430.64	17.23	447.87	11.79	20.15	468.02	12.32	37.38
Level B	439.25	17.57	456.82	12.02	20.56	477.38	12.56	38.13
Level C	452.17	18.09	470.26	12.38	21.16	491.42	12.93	39.25
Level D	469.39	18.78	488.17	12.85	21.97	510.14	13.42	40.75
Level E	495.23	19.81	515.04	13.55	23.18	538.22	14.16	42.99
Level F	525.38	21.02	546.40	14.38	24.59	570.99	15.03	45.61
Level G	559.83	22.39	582.22	15.32	26.20	608.42	16.01	48.59

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25. DECLARATION AND SIGNATORIES

DECLARATION

- i This Enterprise Agreement has been negotiated through extensive consultation between the Company, the Union and employees. The content of the agreement has been canvassed with all parties. All parties are entering into this agreement with full knowledge as to the content and effect of the document.

- ii The parties declare that this agreement
 - a) Is not contrary to public interest.
 - b) Is not unfair, harsh or unconscionable.
 - c) Was at no stage entered into under duress.
 - d) Reflects the interests and desires of the parties.

SIGNATURES

**SIGNED FOR AND ON BEHALF OF
BARTTER ENTERPRISES PTY. LIMITED**

Caroline White

Signature and Name
CAROLINE WHITE

29 AUG 00

Date

Maria Savetto

Signature and Name of Witness

**SIGNED FOR AND ON BEHALF OF
THE AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES UNION
NEW SOUTH WALES BRANCH**

C. Donzoni

Signature and Name

C. DONZONI

14.09.00

Date



S.G. Gurney

Signature and Name of Witness

S.G. GURNEY

