

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA08/20

TITLE: Wingham Beef Exports and AMIEU Collective Agreement 2008

I.R.C. NO: IRC8/902

DATE APPROVED/COMMENCEMENT: 20 June 2008 / 12 June 2008

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA05/255.

GAZETTAL REFERENCE: 29 August 2008

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Wingham Beef Export Pty Limited, who are engaged at the company's beef processing plants located at 1295 Gloucester Road, Wingham NSW 2429 and Wirrimbi Cold Stores, Rodeo Road, Wirrimbi NSW, who perform any work under the classifications contained in this agreement and who fall within the coverage of the Butchers' Wholesale (Newcastle and Northern) Award.

PARTIES: Wingham Beef Exports Pty Limited -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch

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Clause 1 Title

This Agreement shall be referred to as the Wingham Beef Exports and AMIEU Collective Agreement 2008.

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PART A

Clause 3 Parties to Agreement

The parties to this agreement are:

- a) Wingham Beef Exports Pty Limited A.C.N 002 954 789 (hereinafter the Company)
- b) The Australasian Meat Industry Employees Union, Newcastle and Northern Branch (hereinafter the Union).

Clause 4 Parties Bound

- a) This agreement shall be binding on the employees who are engaged at the Company's beef processing plant, as located at Gloucester Road, Wingham, and Wirimbi Cold Stores, Rodeo Drive, Wirimbi, in the state of New South Wales.
- b) The agreement shall apply in respect of those employees who perform any work that falls within any of the classifications contained in this agreement.

Clause 5 Duration of Agreement

- a) This agreement shall operate from the first pay period after 12th June 2008 being the date of the vote of approval by employees and will be lodged in the New South Wales Industrial Relations Commission as per the New South Wales Industrial Relations Act. This agreement shall have a nominal term of 3 years.
- b) This Agreement shall regulate the terms and conditions of employment including all site agreements and matters relating to custom and practice. The terms of this agreement shall be read in conjunction with the Butchers Wholesale (Newcastle and Northern) Award as at 12th June 2008. Where this agreement is silent the provision of the Butchers Wholesale (Newcastle and Northern) Award shall apply.

Clause 6 Anti-Discrimination

It is the intention of the parties bound by this Agreement to seek to achieve the objects of section 3(f) of the *Industrial Relations Act* 1996 (NSW), to prevent and eliminate discrimination in the workplace.

Clause 7 No Duress

The parties to this Agreement declare that it has been entered into without duress or coercion and that the parties understand the effect of the Agreement.

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Clause 8 No Extra Claims

It is a term of this Agreement that the Union and employees bound by this Agreement, will not make claims, pursue or take industrial action in support of any extra claims for the life of this Agreement.

It is agreed that the Wages and conditions contained in Part A of this Agreement shall not be varied pursuant to NSW State Wage Cases or other subsequent, relevant minimum wage adjustments.

Clause 9 Superannuation

- 9.1 The Company shall comply with the terms of the Superannuation Guarantee Administration Act 1992 and the Superannuation Guarantee Change Act 1992 as amended from time to time.
- 9.2 Contributions will be made to the Australian Super and or MIESF payable monthly.
- 9.3 The Company shall also contribute company sponsored superannuation contributions currently at 9% of the value of the units produced outside normal production times to those Boners, Slicers and Slaughterpersons who perform such tasks at such times.

Clause 10 Employment Categories

10.1 Full-time Employment

An employee not specifically engaged as a part-time or casual employee shall be engaged as a full-time employee.

10.2 Part-time Employment

- 10.2.1 A part-time employee may be engaged pursuant to the provisions of Chapter 2, Part 5, of the *Industrial Relations Act 1996*.
- 10.2.2 An employee may be engaged to work on a part-time basis for a constant number of hours which shall average less than the number of hours worked by a weekly hand.
- 10.2.3 A part-time employee shall be paid the same ordinary hourly rate as a weekly or daily hand, and shall be entitled to leave provisions on a pro rata basis.

10.3 Casual Employment

Casual employees employed for a day of 8 ordinary hours shall be paid one-fifth of the weekly rate for 40 ordinary hours prescribed for the relevant classification plus 20.0% per day or part thereof. Said percentage compensates for the non-accrual of sick leave and annual leave and payment for public holidays not worked. Rostered Day Off [RDO] accruals are as per the Agreement are applied.

Provided that casual employees may be employed for a minimum of 4 hours where there are agreed tasks between the employer and the Union and paid at the appropriate hourly rate for each hour worked.

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10.4 New Employees

All new employees will be employed under A6 or G3 classifications unless satisfying the industry experience criteria and/or holding Certificate II in Meat Processing or a higher level. New employees will be probationary for a period of 30 days actually worked with fortnightly review of their competency by the Plant Manager or his/her representative and Union Delegate. The 30 days actually worked probationary period may be extended by 30 days following consultation. When competency is confirmed, payment will be as per the classification structure.

Clause 11 Classification Structure and Allowances

11.1 Slaughter Floor & Associated Areas

- **Grade : Slaughterperson – “A 1”**

Sticker	Flanker
1st Leg [Udder/Penis removal]	Hide Puller Driver
1st Leg Skinning [2nd Task]	Hide Puller Passenger
1st Leg Air Knife	Tail Bung
2nd Legger/skinning	Front Out
2nd Leg Air Knife	Hocks & Tendons
Rumper	Carcass Splitting Saw
Brisket Saw	

The Parties agree the minimum number of Permanent Slaughterpersons shall reduce during the life of this Agreement from 18 to 16 by natural attrition upon termination of employment as a Slaughterperson.

- **Grade : “A 2”**

Knocker/Stunning
Foreleg/Horn Removal
Hindquarter Wizard Knives
Retain Rail Trim
Foetal Blood
Cheeks & Tongue removal [If one person only, if two people both paid A3]
Carcass Scales & Grading (When not doing * P8 Measurement A3)

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- **Grade : “A 3”**
 - Shackling/Hoist
 - Drop Tongues
 - Dentition/Body No./Head Removal/Hang Heads/Muzzle removal
 - Bone Heads
 - Remove Cheeks
 - Trim Tongues
 - Evisceration Trim Table [Livers/Hearts/Lungs/Trachea]
 - Evisceration Trim Table [Weasand, Tails, Kidneys]
 - Forequarter Wizard Knives [If one person only is paid as A2. If two people, both paid as A3]
 - Forequarter Trim
 - Carcass Scales & Grading
 - Paunch/Runner/Foetal calf Removal [when working alone]
 - NLIS, Rodding [Weasand freeing]

- **Grade : “A 4”**
 - Spinal Cord Removal
 - Head Trim Wash
 - FQ/Tendon/AQIS Trim
 - Trim on Viscera [Tripe]
 - Drop Mountain Chain
 - By Prod Cooker Operator
 - Offal Room Scales
 - Hides Processing/Forklift [Plus forklift allowance]
 - Plugging/Secondary knock
 - Open Paunch
 - Slink Skin Recovery
 - By Products

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- **Grade : “A 5”**

Hasher Washer	Cryovac Operators
HQ Rump Loin Trim	Intestine Table
* P8 Measurement	1st Leg Transfer
QA. Monitor HQ/FQ	2nd Leg Transfer & Trim
Chiller Beef Pusher	Hide Processing
Thin Skirt	
Cleaners	Cattle Race
FQ Neck Inspect	* Hind Quarter Trim [Hygiene]
Save-all Attendant	Tripe Preparation
Bible Trim & Cleaning	Mountain Chain Trim
Stock Receiver	Stock Yards
Aorta/Trachea	Roller Room
Large Intestine Machine	Pancreas Glands
Skirt Membrane, Thick Skirt	Urine Samples, Apron Wash, Hygiene
All Other (except Grade 6 employees)	
# Plastic Tail Brush	#Yards
# Head Trim	# Head Wash
# Peel Skirts	# Back Trim
# Tickets	
# Intestine Room Small Machine	# Floor Person
# Intestine Pack/Trim	# Mountain Chain Pack
# Large Intestine Wash	# E.U. Palpation
# Tripe Packer	
# Muddy Cattle	# Offal Packer

NOTE:

Duties designated with the symbol * receive the “Skills Allowance”. Refer to Appendix 2.

Duties designated with the symbol # are those that may be performed by junior employees. Refer to Clause 11.4

- **Grade : “A 6”**

Unskilled new employees [refer Clause 10.4] in all departments Duties as per Grades A5 & G2

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11.2 Boning Room, Loadout & Associated Areas.

- **Grade : Boner**

The parties agree the minimum number of Permanent Boners shall reduce during the life of this Agreement from 30 to 24 by natural attrition upon termination of employment as a Boner.

- **Grade : Slicer**

The parties agree the minimum number of Permanent Slicers shall reduce during the life of this Agreement from 32 to 26 by natural attrition upon termination of employment as a Slicer.

NOTE:

Slicers will be relocated from HQ end to FQ end when bulls are being processed to ensure a more even distribution of work.

- **Grade : G 1**

Pre Trimmer	Cedar Creek Scale Operator
Sawyer / Chillers Quartering [for majority of day]	+ Chiller Assessor/Grader
In take Scales.	Carton Room Controller
One [1] only Cryovac Machine Operator [control]	Criteria
CL Tester	Bone Separator HQ
Loadout Forklift Drivers [working in cold temps.]	Bone Separator Knife FQ [Clippers G2]
Primal Inspection	ICL Trimming

NOTE:

Duties designated with the symbol + receive the “Chiller Assessor/Grader”. Refer to Appendix 2.

- **Grade : G 2**

Loadout Labourers	Body Gassing
Double Inspection	Strapper Operator
Compactor	Hogger Operator
Macca’s Room	Lidder
2 nd Cryovac Machine Operator	Cryovac Packers
Manufacture Packers	Baggers
Trim HQ shin shank	ICL Packing

All others [excluding Grade 3 employees]

# Intercostals packing	# IW Packer
# Rib Plates / Skirts	# Primal Aligner
# Pad Applicators	# Product Trim Checker
# Floor Cleaning	# Trim Sort
# Primal Aligner / Tender	# Leg Bones Packers

NOTE:

Duties designated with the symbol # are those that may be performed by junior employees. Refer to Clause 11.4

- **Grade : G 3**

Unskilled new employees [refer Clause 10.4] in all departments Duties as per Grades A5 & G2

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11.3 Wirrimbi, Cold Store Loadout; Rendering & Extract Areas.

11.3.1 Wirrimbi Cold Store:

- **Grade: G1**
Loadout Forklift Drivers [working in cold temps.]
- **Grade : G 2**
Loadout Labourers
- **Grade : G 3**
Unskilled new employees [refer Clause 10.4] in all departments Duties as per Grades A5 & G2

11.3.2 Wirrimbi Rendering & Extract:

- **All-inclusive / Fixed Rate :**
Extract Operator
Cooker Operator
Blow Over Operator

11.4 Juniors

11.4.1

			Rates
A6	Under 17 years	48%	Refer to Appendix 1, Part A Rates of pay
	At 17 years	60%	
	At 18 years	74%	
	At 19 years	87%	
A5	Under 17 years	48%	Refer to Appendix 1, Part A Rates of pay
	At 17 years	60%	
	At 18 years	74%	
	At 19 years	87%	

11.4.2

All juniors irrespective of the work location shall be paid in accordance with the above except when performing duties that are paid at the G1, A1, A2, A3, A4, A5, & G2 rates and when performing these duties shall be paid the full adult rate.

11.4.3

The A5 and G2 duties that are identified with a # symbol are those that may be performed by junior employees at the junior rates of pay [G2, G3, A6 or A5 duties as appropriate].

Refer to Clause 11.1 & 11.2

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11.5 Workplace Trainer Allowance

11.5.1 Slaughterperson

A daily allowance [Refer Appendix 2 of Part A of this Agreement] shall be paid to a designated Workplace Trainer who will have successfully completed an approved Workplace Training course when providing direct tuition to a Trainee Slaughterperson. The definition of direct tuition will be agreed between the Company and the Consultative Committee as agreed for the Boners and Slicers.

11.5.2 Boner

A daily allowance [Refer Appendix 2 of Part A of this Agreement] shall be paid to a designated Workplace Trainer who will have successfully completed an approved Workplace Training course when providing direct tuition to a Trainee Boner who is training on the dead rail.

11.5.3 Slicer

A daily allowance [Refer Appendix 2 of Part A of this Agreement] shall be paid to a designated Workplace Trainer who will have successfully completed an approved Workplace Training course when providing direct tuition to a Trainee Slicer who is training on level L/S1.

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Clause 12 Rates of Pay and Production Guarantees

The attached Appendix 1 of Part A sets out the rates of pay for ordinary hours of work applicable for classifications under this Agreement and the dates of operation of the increased rates.

12.1 Boning Room

12.1.1 Production Guarantee

12.1.1.1 The Company will provide 97 production units per Boner or Slicer per 8 hour shift worked, based on the attached Production Table in Appendix 2 of Part A of this Agreement. This guarantee eliminates all waiting time penalties for all shifts and also eliminates shift allowances.

12.1.1.2 The ratio of Slicers to Boners is generally 1:1. Variations in the numbers will occur based on the type of cattle being sliced. For example, two [2] additional Slicers are required when slicing Jap cattle for Full Set production. Other variation in the number of Slicers will result from EU, Taiwanese shin, rostbiff, ats & eyes, heavily denuded cuts, excessive fat, seven [7] rib steer, etc.

12.1.1.3 Should a mechanical breakdown occur which limits the units processed during overtime to less than 12.125 units per hour [pro rata for part there of] then 14.5 units will be paid per overtime hour. [Pro rata for part there of].

12.1.2 Boning Cut-outs

At the commencement of each shift, it is the intent to staff the boning chain to maximize the production requirement without the need for cut-out Boners. If there is insufficient Boners available to achieve the required production, cutout Boners shall be permitted.

When designating the number of cutout Boners, the team's capability, numbers and weight of cattle and the ability to maintain proper production flow shall be assessed. The intent of the cutout provision is to maximize production while maintaining the unit cost. I.e. without flow on costs.

12.1.2.1 19 Boners or more available

The equivalent of two [2] Boners may be designated for either shift.

12.1.2.2 18 Boners or less available

The equivalent of two [2] Boners may be designated for either shift when boning manufacturing cow or manufacturing steer or their equivalent. All other grades of cattle, the equivalent of one [1] Boner may be designated for either shift.

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12.2 Slaughter Floor

- 12.2.1 A larger slaughtering team maybe agreed by the Consultative Committee, the Secretary of the Union, and the Company
- 12.2.2 Any permanent Slaughterperson who performs alternative tasks on any given day (or in any week), due to a reduction in the size of the slaughtering team, shall be paid the same amount as a Slaughterperson who continues to work as such on that day (or in that week)
- 12.2.3 **Production Guarantee:**
The Company will provide 35 production units per Slaughterperson per day worked based on one Production Unit per head of cattle. [e.g. 18 Slaughterperson team by 35 Production Units per Slaughterperson equates to a kill of 630 head per day]. This guarantee eliminates all waiting time and penalties excluding penalties for bulls. (See Appendix 2 of Part A for details.)
- 12.2.4 The normal starting time for the slaughter floor will be 6.00am Monday to Friday, any changes to this starting time will be by consultation with the shed delegate and the Secretary of the Union will be notified.
- 12.2.5 Should a mechanical breakdown occur which limits the units processed during overtime to less than 4.375 units per hour [pro rata for part there of] then 4.92 units will be paid per overtime hour. [Pro rata for part there of]

12.3 Wirrimbi Rendering

- 12.3.1 Wirrimbi rendering and beef extract employees are required to work flexible rotating shifts and extended hours.
- 12.3.2 Employees base hourly shift payments are on a Day Shift rate and a Night Shift rate on a Monday to Saturday roster, as per Appendix 1. These rates are all-inclusive and include any additional allowances prescribed in the Butchers' Wholesale (Newcastle and Northern) Award as at 16th June 2008.
- 12.3.2 Hourly payments are based on a Monday till Saturday roster.

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12.4 Leave Payments

12.4.1 Annual Leave

Annual Leave will be paid in accordance with the Annual Holidays Act 1944:

- Slaughterpersons, No. 1's, Boners and Slicers payments will be based on the average rate of pay.
- Fixed hourly rate employees' payments will be as set out in the ordinary rates of pay, Appendix 1 of Part A, for their designated grade in the Classification Structure. [Refer to Clause 11]

12.4.2 Sick Leave

- Sick Leave taken will be paid at the rate of pay, as prescribed in the Butchers' Wholesale (Newcastle and Northern) Award, at the time taken.
- Sick Leave used for non-worked days as a result of Shortage of Stock shall be paid at the average rate of pay as per clause 12.5.

12.4.3 Rostered Days Off [RDO]

All employees' payments will be based on the average rate of pay, refer clause 12.5.

12.4.4 Long Service Leave

Long Service Leave will be paid in accordance with the Long Service Leave Act.

- Slaughterpersons, No. 1's, Boners and Slicers payments will be based on the Average Rate of Pay as per clause 12.5.
- Fixed hourly rate employees' payments will be as set out in the ordinary rates of pay, Appendix 1 of Part A, for their designated grade in the Classification Structure. [Refer to Clause 11]

12.4.5 Holidays

Holidays will be paid in accordance with Clause 18 of this Agreement, paid at the Average Rate of Pay as per clause 12.5.

12.4.6 Other Leave

All other leave such as, but not restricted to, Compassionate Leave and Carer's Leave, when payment is appropriate, shall be paid at the rate of pay as prescribed in the Butchers Wholesale (Newcastle and Northern) Award.

12.5 Average Rate of Pay

The "Average Rate of Pay" shall be calculated annually and will be based on the average earnings for Ordinary Hours during the preceding Financial Year or part there of if full time employment commenced during that period. It will not include allowances or other payments that are not appropriate when an employee is not at work. For example, Forklift, First Aid, etc. Production Guarantee workers' Average Rate of Pay shall include the Production Units processed during ordinary hours including Cut-Out units and No. 1 units as appropriate but will exclude any units processed outside of ordinary hours. That is; overtime. [Night Units, etc] It will include all ordinary hours, paid or unpaid, for the period but excludes overtime hours and payments.

The calculated Average Rate of Pay will be effective from the first pay period commencing on or after the first day of August of the new Financial Year.

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Clause 13 Shortages of Stock

- 13.1 The Company will advise the Senior Site Delegate and notify the Union Secretary one [1] week prior to the Shortage of Stock provisions being implemented. The Core Consultative Committee shall meet and agree on the best method of allowing the plant to operate for the benefit of all.
- 13.2 The Senior Site Delegate/s will be advised wherever possible 24 hours in advance of any day or days when there will not be a kill due to the shortage of stock. Notices will be placed on notice boards and in the Boning Room and the Slaughter Floor.
- 13.3 Employees who will be required to work to maintain load out, rendering or other commitments will be advised of their requirement to work.
- 13.4 Work will resume after these days in the normal manner at the normal start time.
- 13.5 During each calendar year the first six RDO's shall be accrued for use during periods of slack production; however, not RDO's that may have been accrued in previous calendar year/s unless otherwise requested by the employee. By agreement between the employee and the Company, any untaken RDO accruals shall be paid out at the end of each calendar year.
- 13.6 Subject to clause 13.5, other accrued RDO's may be taken when requested by an employee and approved by the Company based on production requirements and employee rosters.
- 13.7 During slack periods of production, annual leave and RDO's may be utilized throughout all departments, with the goal of maintaining employment whilst achieving a reduced level of production output. The Company following consultation with the Union and its members may implement this provision.

Clause 14 Fork Lift Drivers – Cold Temperatures

- 14.1 Forklift drivers required to work in cold areas will be paid as per the Company classification structure the "G1" rate. This rate is to the exclusion of forklift and cold allowances. All other employees will be paid "G2".
- 14.2 Forklift drivers required to drive a forklift for their full shift shall be paid the Forklift Allowance as per Appendix 2 in Part A of this Agreement. This payment excludes forklift drivers receiving the G1 rate or as itemized in the Slaughter Floor Classification structure. [Clause 11.1]

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Clause 15 Temporary Promoted Slaughterpersons and Boners

- 15.1 Temporary promoted slaughterpersons / boners are not classed as permanent slaughterpersons / boners but have been trained in such tasks and have been certified as competent to perform such slaughtering / boning duties.
- 15.2 When all permanent slaughterpersons / boners and temporary promoted slaughterpersons / boners are employed in such tasks, other employees may be employed to perform such tasks pursuant to the Mixed Functions clause.
- 15.3 Slaughterpersons / boners so classified and who are not required by the employer to perform such duties shall be paid a special allowance per day as set out in Appendix 2 of Part A of this Agreement. Provided that if they are required to perform such duties for half a day they shall be paid a special allowance as set out in the said Appendix for such day.

Clause 16 Compassionate Leave

- 16.1 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, at the employee's appropriate rate of pay as is prescribed in the Butchers Wholesale (Newcastle and Northern) Award, for a period not exceeding the number of hours worked by the employee in two ordinary days' work in respect of the employee's wife, husband, father, mother, child or stepchild and one ordinary day's work in respect of the employee's brother, sister, mother-in-law, father-in-law or grandparents.

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

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

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Clause 17 Personal / Carer's Leave

17.1 Use of Sick leave –

- 17.1.1 An employee with responsibilities in relation to a class of person set out in subclause 17.1.3 (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 30 November 1995 for absences to provide care and support for such persons when they are ill.
- 17.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 17.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.

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17.1.4 An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

17.2 Unpaid Leave for Family Purpose –

17.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 17.1.3(ii), who is ill.

17.3 Annual Leave -

17.3.1 To give effect to this clause, but subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed upon by the parties.

17.3.2 Access to annual leave, as prescribed in clause 17.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

17.4 Time Off in Lieu of Payment for Overtime -

17.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed upon with the employer.

17.4.2 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.

17.4.3 An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the Agreement for any overtime worked under subclause 17.4.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer an employee must elect, within six months of accrual, whether to take overtime worked under the said subclause 17.4.1 as an overtime payment or as time off work at the ordinary-time rate of pay.

17.5 Make-up Time -

17.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.

WINGHAM BEEF EXPORTS & AMIEU COLLECTIVE AGREEMENT 2008

Clause 18 Holidays

18.1 The following days shall be holidays for the purpose of this Agreement: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Eight-hour Day, Christmas Day, Boxing Day and a day in lieu of the picnic day of The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, at a day to be determined using the consultative mechanisms described in this Agreement.

By agreement between any employer and the employees concerned, other days may be substituted for the said days at such employer's establishment and such decision is to be notified to the union.

- 18.2 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.
- 18.3 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 subclause 18.1 of this clause to substitute a day, the Butchers' Wholesale (Newcastle and Northern) Award rate of pay shall be paid for the holiday worked and the penalty payment shall apply to the day substituted in lieu thereof.
- 18.4 For the purpose of determining time worked by a shift worker, loader or stockperson on a holiday, "holiday" shall mean from the completion of his/her shift or ordinary hours of work on the morning of the holiday until the same time the next succeeding day.

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Clause 19 Sick Leave

- 19.1 An employee who, after not less than three month's continuous service in his/her current employment with the employer, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the Workers' Compensation Act 1987 No. 70 and other legislated amendments) received in the said employment not due to his/her own serious willful misconduct, shall be entitled to be paid for such non-attendance the amount of his/her rate of pay as is prescribed in the Butchers' Wholesale (Newcastle and Northern) Award. A weekly employee 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 40 ordinary working hours.
- 19.2 A weekly employee shall not be entitled in respect of his/her second to fourth years of continued employment to sick pay or pay supplementary to workers' compensation to more than a total amount equivalent to payment for 64 ordinary working hours.
- 19.3 A weekly employee shall not be entitled in respect of his/her fifth 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.
- 19.4 Any period of paid sick leave or pay supplementary to workers' compensation allowed by the employer to an employee in any such year shall be deducted from the period of leave which may be allowed or carried forward under this Agreement in respect of such year.
- 19.5 Sick Leave, where taken, is to be paid at the Butchers' Wholesale (Newcastle and Northern) Award rate of pay.
- 19.6 In each calendar year, employees may apply to receive payout of untaken sick leave, which is in excess of 5 days of accrual, provided that payment shall not be made for more than 10 days of untaken sick leave in any year. Payment shall be at an average rate, calculated on a daily basis, by reference to the rates of pay which are specified in this agreement and will be made at Christmas each year, or utilized during periods of shortage of stock, following application by the employee.
- 19.7 All unpaid sick leave accrued after the 24th February 1997, shall be paid out on termination of employment, except in the case of justified instant dismissal.

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Clause 20 Accommodation

- 20.1 Subject to the provisions of the *Factories, Shops and Industries Act 1962*, each employer shall provide for the use of his/her employees:
- (a) a dressing room, containing hot and cold showers, and a dining room;
 - (b) an adequate locker for each employee;
 - (c) facilities for boiling water and provision for heating food for meals and at rest periods (unless boiling water is provided by the employer);
 - (d) adequate first-aid equipment.
- 20.2 Where females are employed, the above dressing, shower and locker facilities shall be separate from the males.
- 20.3 The employer shall cause all accommodation to be kept in a clean and sanitary condition with the co-operation of the employees.

Clause 21 Personal Protective Equipment

- 21.1 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.
- 21.2 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.
- 21.3 Freezer employees shall be supplied with freezer boots, coats or suitable outer garments, caps and gloves when required to work in freezing rooms.
- 21.4 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.
- 21.5 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.
- 21.6 Second-hand boots will only be reissued to employees if they have been cleaned and thoroughly sterilized.
- 21.7 All employees who may be involved in the handling of the udder and uterus of Brucella Reactor cattle shall be supplied with protective gloves if sought by such employees.

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Clause 22 Hours of Work

- 22.1 Employees shall work 8 hours per day ordinary time Monday to Friday, which may require additional time to be worked to make up for unpaid breaks taken to achieve the 8 ordinary hours.
- 22.2 Time workers are entitled to one 20 minute paid break (actual time away from work station) in ordinary time.
- 22.3 Rostered Day Off credits [RDO, previously known as leisure time credit] only accrue when an employee completes eight [8] ordinary hours of work. The completion of the 8 hours worked accrues 0.4 hours credit. No other time worked, or leave taken, accrues an RDO credit.
- 22.4 Load Out employees will provide flexibility in starting and finishing times as required by the Company. Ordinary hours may be between 2:00 AM and 10:30 AM or 4:00 AM and 12:30 PM or as otherwise agreed.
- 22.5 The Company and Consultative Committee agree to work a longer working day if cattle supply warrants. The implementation of the appropriate system of work [Such as 9 hours per day by 8 days worked with the 9th day a paid day with each of the 9 days paid at 8 hours. Each 8 hour period continues to accrue 0.4 hours RDO credit.]. Shift work provisions may be considered for adoption by the Company, the Consultative Committee, and the Secretary of the AMIEU during the life of this agreement.

Clause 23 Shift Work

23.1 Slaughter Floor

23.1.1 Slaughterpersons

Shift allowance is not payable.

23.1.2 Labourers

Employees employed prior to 16 September 2002 shall be paid the amount per day worked as per Appendix 2 in Part A of this Agreement as shift allowance.

23.2 Boning Room

23.2.1 Boners

Shift allowance is not payable.

23.2.2 Slicers

Shift allowance is not payable.

23.2.3 Labourers

Employees employed prior to 16 September 2002 shall be paid the amount as per Appendix 2 in Part A of this Agreement. Employees employed on or after 16 September 2002 do not receive any shift allowance payment.

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23.3 Loadout

Employees commencing work at 2 AM shall be paid the shift allowance as per Appendix 2. All other employees employed on or after 16 September 2002 do not receive any shift allowance payment.

23.4 Cleaners

23.4.1 Afternoon Cleaners

Shift allowance shall be separate from the ordinary rate base rate as per Afternoon Shift but paid pro rata for short shifts. Employees employed prior to 16 September 2002 shall be paid the amount as per Appendix 2. Employees employed on or after 16 September 2002 do not receive any payment.

23.4.2 Night Cleaners

Night Shift allowance shall be separate from the ordinary rate base rate as per Afternoon Shift but paid pro rata for short shifts. All employees shall be paid the amount as per Appendix 2 in Part A of this Agreement when their ordinary hours of work end after 12:30AM.

23.5 Wirrimbi Render & Extract

23.5.1 Day Render & Extract:

Employees working on shifts finishing prior to 12.00 midnight Monday till Saturday will be paid day shift rates as per Appendix 1.

23.5.2 Night Render & Extract

Employees working night shift where hours of work end after 12.00 midnight will be paid nights shift rate as per Appendix 1 for all hours worked.

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Clause 24 Overtime

24.1 Week Day Production Overtime

Overtime worked to slaughter and/ or bone cattle are to be calculated as follows.

24.1.1 Labourers / No. 1

The first 2 hours on any one day are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate as prescribed in Appendix 1 of Part A for the duties performed and each days overtime stands alone.

Time workers, on the Slaughter Floor, shall, in addition to the paid break during ordinary hours, be paid additional 15 minutes overtime in lieu of a 15 minute break after working overtime.

24.1.2 Boners & Slicers

When boning or slicing, employees are paid at the constant unit rate as for units processed in ordinary hours and is described as “Night Units” in Appendix 1 Part A of this Agreement. These units are treated the same as overtime but without penalty.

24.1.3 Slaughterperson

When slaughtering, employees are paid at the constant unit rate as for units processed in ordinary hours and are described in Appendix 1, Part A of this Agreement, as “Night Units”. These units are treated the same as overtime but without penalty.

NOTE:

- The principle of “Walk On / Walk Off” for the Boning Room will be trialed when required. This will result in the Day Boning Room team being replaced on the floor without a significant break in the flow of carcasses to the room by the Afternoon Boning Room team.

24.1.4 Wirrimbi Render

Wirrimbi Render operators will be paid the hourly rate prescribed for day shift and night shift in Appendix 1 for all hours worked.

24.2 Week Day Non Production Overtime

Overtime worked when cattle are not being slaughtered and or boned is to be calculated as follows.

24.2.1 Labourers / No. 1

The first 2 hours on any one day are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the ordinary weekly rate as prescribed in Appendix 1 of Part A for the duties performed and each day’s overtime stands alone.

Time workers, excluding those on the Slaughter Floor, shall, in addition to the paid break during ordinary hours, be paid an additional 15 minute break after working overtime in excess of one hour in lieu of a paid break.

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24.2.2 Boners & Slicers

The first 2 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 97 units per day.

24.2.3 Slaughter person

The first 2 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 35 units per day.

24.2.4 Wirrimbi render

Wirrimbi Render operators will be paid the hourly rate prescribed for day shift and night shift in Appendix 1 for all hours worked.

24.3 Saturday Production Overtime

Overtime worked to slaughter and/or bone cattle are to be calculated as follows.

24.3.1 Labourers [as per the Butchers' Wholesale (Newcastle and Northern) Award Wage Rate]

The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/38th of the Butchers' Wholesale (Newcastle and Northern) Award weekly rate for the duties performed.

24.3.2 No. 1 Labourers

As per the Butchers' Wholesale (Newcastle and Northern) Award's production unit calculation [14 person team]; with such payment made to those employees so classified as at the commencement date of this Agreement.

24.3.3 Boners & Slicers

As per the Butchers' Wholesale (Newcastle and Northern) Award wages rates by applying, production calculation which is:

Butchers' Wholesale (Newcastle and Northern) Award *Daily Rate* ÷ 61.544 production units X 150%

24.3.4 Slaughter person

The units per Slaughter person [even if in excess of 14 person team] will be calculated on a 14-person team with each unit attracting a 50% penalty. The unit rate is as per the Butchers' Wholesale (Newcastle and Northern) Award calculation which is:

Butchers' Wholesale (Newcastle and Northern) Award *Daily Rate* ÷ 22.85 production units X 150%

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24.3.5 Loadout Labourers

Saturday – The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/38th of the ordinary weekly rate as prescribed in Part A of this Agreement for the duties performed.

Sundays – All hours paid at 200% of the hourly rate. The hourly rate is 1/38th of the ordinary weekly rate for the duties performed.

NOTE:

- The Company will endeavour to provide a minimum of 40 units per week above the minimum daily production of 97 units per Boner (refer Clause. 14.1.1.1 of this Agreement) before Saturday overtime will be required to be worked [proportional if short week]. Where the 40 units has not been achieved, the Company may request the boning room delegate to consult with the relevant employees regarding the reasons for the shortfall and agreement to work shall not be unreasonably withheld [without conditions being applied].
- Employees must work a total of six [6] by six [6] hour Saturdays, if required by the Company, in addition to reasonable overtime that also may be required during the week.

24.3.6 Wirimbi Render

Saturdays Wirimbi Render operators will be paid the hourly rate prescribed for day shift and night shift in Appendix 1 for all hours worked.

Sundays – All hours paid at 200% of the hourly rate. The hourly rate is 1/38th of the ordinary weekly rate for the duties performed.

24.4 Weekend Non Production Overtime

Overtime worked when cattle are not being slaughtered and or boned is to be calculated as follows.

24.4.1 Labourers / No. 1

- **Saturday** – The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the Appendix 1 ordinary weekly rate for the duties performed.
- **Sundays** – All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the Appendix 1 ordinary weekly rate for the duties performed.

24.4.2 Boners & Slicers

- **Saturday** – The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the Appendix 1 weekly rate based on the payment of 5 days at 97 units per day.
- **Sundays** – All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the Appendix 1 weekly rate based on the payment of 5 days at 97 units per day.

24.4.3 Slaughter Person

- **Saturday** – The first 3 hours are paid at 150% and all additional hours are paid at 200% of the Appendix 1 hourly rate. The hourly rate is 1/40th of the weekly rate based on the payment of 5 days at 35 units per day.
- **Sundays** – All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the Appendix 1 weekly rate based on the payment of 5 days at 35 units per day.

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24.4.4 Loadout, Cleaners and Other Labourers

Weekend overtime may be required to facilitate production on the following Monday.

Saturday – The first 3 hours are paid at 150% and all additional hours are paid at 200% of the hourly rate. The hourly rate is 1/40th of the Appendix 1 ordinary weekly rate for the duties performed.

Sundays – All hours paid at 200% of the hourly rate. The hourly rate is 1/40th of the Appendix 1 ordinary weekly rate for the duties performed.

24.4.5 Wirrimbi Render

Saturdays – Wirrimbi Render operators will be paid the hourly rate prescribed for day shift and night shift in Appendix 1 for all hours worked.

Sundays – All hours paid at 200% of the hourly rate. The hourly rate is 1/38th of the ordinary weekly rate for the duties performed

24.5 Load Out Overtime

- 31.5.1 Overtime will be worked as required with 15 minutes added to overtime if employee is required to work through a paid break.
- 31.5.2 Employees commencing ordinary hours at 4:00 AM will be paid overtime if working after 12:30 PM.
- 31.5.3 Employees commencing ordinary hours at 2:00 AM will be paid overtime if working after 10:30 AM.

24.6 Time Off in Lieu of Overtime

Notwithstanding anything elsewhere contained in this Agreement, an employee, by mutual agreement with the Company, may apply for time off in lieu of payment of overtime and time off shall be granted to the employee by mutual agreement paid at the ordinary time rate for the hours worked. Time off in lieu may only be taken for “shortage of Stock”, serious illness or paid out at the end of the calendar year. Any balance will be paid out at the end of the calendar year. When time in lieu is taken, penalty rates that may have been applicable at the time of accruing said overtime are not payable.

Clause 25 Payment of Wages

- 25.1 Wages will be calculated for all employees on a weekly basis. Payment will be made by electronic funds transferred to the Company’s bank for distribution to employee accounts not later than Tuesday night for the Wednesday pay day.
- 25.2 Pay slips are to have details of sick days and annual leave included.

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Clause 26 Union Recognition

The Company recognizes the Australasian Meat Industry Employee Union (Newcastle and Northern Branch) as the Union that has representation rights of the employees who are covered by this Agreement.

The Company will promote Union membership at the point of recruitment by allowing the on-site Union Delegate to talk and present an application form to join the Union to new employees.

The Company shall deduct from the wages of each employee who has authorized its membership fees at the amount from time to time decided by the Committee of Management of the Union. The Company shall forward these deductions to the Secretary of the Union on a monthly basis.

The on-site Union delegate shall be involved in and shall cooperate with the induction program for new employees, in order to ensure the smooth transition of such employees, into the workforce.

The on-site Union delegate will be provided with a locker for storing Union papers.

Clause 27 Consultation

- 27.1 This Agreement has been negotiated through a consultative process involving a Consultative Committee representing all employees covered by this Agreement, the Company, and representatives of the Union, Newcastle and Northern Branch, being both through its officers and delegates.
- 27.2 The Consultative Committee, representing all parties to this Agreement, will remain active for the duration of the Agreement and the parties will commence negotiations in good faith and without prejudice not later than 2 months prior to the expiry date of this Agreement for the renewal and/or replacement agreement. If a replacement agreement is not negotiated prior to the expiry date a general meeting with members will take place to explain why.
- 27.3 The Plant Manager, or his / her deputy, will meet with core consultative committee members from time to time to discuss relevant production related issues.

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Clause 28 Trade Union Training Leave

- 28.1 Employees as defined shall be entitled to a maximum of 2 days paid per year to attend Trade Union Training.
- 28.2 Leave is to be confined to workplace Union delegates who have been elected as such and who have held the position for a period of not less than 3 months.
- 28.3 The Company is to be consulted on the nature and content of the course that is to be attended.
- 28.4 The granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
- 28.5 Leave will be approved where the course to be attended is of such a nature so as to improve the delegate's knowledge of industrial relations or related issues.

Clause 29 Study Leave

- 29.1 Where an employee undertakes a course of study relevant to the industry, but not part of the Company's set training program, the Company will allow, on approval by the Company, paid leave for attendance at such study.
- 29.2 An employee wishing to use these provisions must provide course particulars and time frames to the Company

Clause 30 Training

- 30.1 The Company and the Union agree to use (MINTRAC) as a guide for developing the foundations for a comprehensive training program. A joint training committee will be established and representation shall be agreed on between all parties. The goals and the commitment by all parties is to establish and maintain an accredited training program that is specific to the needs of Wingham Beef Exports and to ensure a safe, efficient and productive workforce.
- 30.2 In-house practical training for Boners and Slicers will be designed and delivered. This model will be used and adopted throughout the rest of the site.
- 30.3 Applications for in-house training will be considered by the Company and not be restricted to an employee's normal area of work if a vacancy occurs in another department, allowing for advancement to all classifications throughout the Plant. This will be subject to the normal training selection procedure.

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Clause 31 Disputes Procedures

The parties agree that, subject to the provisions of the New South Wales Industrial Relations Act 1996, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- 31.1 Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- 31.2 If the matter is not resolved at this level, it will be further discussed between the affected employee(s) and the Union delegate or, where appropriate, another nominated representative and the employer. Both the employer's industrial representative and the employee's Union representative may be notified.
- 31.3 If no agreement is reached within a reasonable time period, the Union Secretary or his/her representative or where appropriate a nominated representative will discuss the matter with the employer's nominated industrial relations representative.
- 31.4 Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub clause.
- 31.5 Should the matter still not be resolved within a reasonable time period it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.
- 31.6 The parties shall, at all times, confer in good faith and without undue delay.
- 31.7 During the discussions the status quo shall remain and work shall proceed normally in accordance with this Agreement and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

Clause 32 Occupational Health and Safety

- 32.1 The Company and the Union agree to strive for the highest standards in occupational health and safety by establishing and maintaining an Occupational Health and Safety Management System. The system actively promotes, through consultation, a proactive risk management method to minimize occupational hazards within the workplace.
- 32.2 The Occupational Health and Safety Committee, with representation agreed between both parties, will investigate and make recommendations to the Company.

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Appendix 1

EFFECTIVE DATE Description	2/05/2007		16/06/2008		Year 2		Year 3	
	Weekly	per hr	Weekly	per hr	Weekly	per hr	Weekly	per hr
SLAUGHTER FLOOR - 35 unit guarantee								
Grade A1 CONSTANT UNIT RATE	4.8090	constant unit	4.9770	constant unit	5.1512	constant unit	5.3315	constant unit
Grade A2 FIXED RATE	\$627.76	\$15.6939	\$649.73	\$16.2432	\$672.47	\$16.8117	\$696.00	\$17.4001
Grade A3 FIXED RATE	\$616.83	\$15.4207	\$638.42	\$15.9605	\$660.76	\$16.5191	\$683.89	\$17.0972
Grade A4 FIXED RATE	\$605.79	\$15.1447	\$626.99	\$15.6748	\$648.94	\$16.2234	\$671.65	\$16.7912
Grade A5 FIXED RATE	\$559.07	\$13.9768	\$585.17	\$14.6292	\$612.48	\$15.3121	\$641.17	\$16.0293
Grade A6 New Empl FIXED RATE	\$508.63	\$12.7158	\$545.00	\$13.6250	\$570.44	\$14.2610	\$597.16	\$14.9290
No 1 Allowance Normal Time	0.1191	per unit	0.1191	per unit	0.1191	per unit	0.1191	per unit
Refer calculation sheet for number of head prior to implementation.								
Skills Allowance (over A5 rate)	\$2.00	per day	\$2.00	per day	\$2.00	per day	\$2.00	per day
P8 measurement, Hindquarter Hygiene Trim & MK Neck Trim								
BONING ROOM - 97 unit guarantee								
Boner CONSTANT UNIT RATE	1.6860	constant unit	1.7450	constant unit	1.8061	constant unit	1.8693	constant unit
Slicer 1 CONSTANT UNIT RATE	1.6170	constant unit	1.6740	constant unit	1.7326	constant unit	1.7932	constant unit
Grade G1 FIXED RATE	\$605.79	\$15.1447	\$626.99	\$15.6748	\$648.94	\$16.2234	\$671.65	\$16.7912
Grade G2 FIXED RATE	\$578.30	\$14.4576	\$598.54	\$14.9636	\$619.49	\$15.4873	\$641.17	\$16.0294
Grade G3 New Empl FIXED RATE	\$508.63	\$12.7158	\$545.00	\$13.6250	\$570.44	\$14.2610	\$597.16	\$14.9290
Wirrimbi Rendering / Extract								
Day - All-inclusive Rate	\$660.80	\$16.5200	\$683.93	\$17.0982	\$707.87	\$17.6966	\$732.64	\$18.3160
Night - All-inclusive Rate	\$740.80	\$18.5200	\$763.93	\$19.0982	\$787.87	\$19.6966	\$812.64	\$20.3160
JUNIORS - All Departments								
Junior Under 17 48%	\$244.22	\$6.1055	\$261.60	\$6.5400	\$273.81	\$6.8453	\$286.64	\$7.1659
Duties At 17 year 60%	\$305.22	\$7.6305	\$327.00	\$8.1750	\$342.26	\$8.5566	\$358.30	\$8.9574
New Empl At 18 year 74%	\$376.48	\$9.4120	\$403.30	\$10.0825	\$422.13	\$10.5532	\$441.90	\$11.0475
At 19 year 87%	\$442.50	\$11.0625	\$474.15	\$11.8538	\$496.28	\$12.4071	\$519.53	\$12.9882
From Commencement of New Agreement (15 Yr \$183.00 & 16 Yr \$244.22) is superseded by New Under 17 Yr Rate								
Junior Under 17 48%	\$268.17	\$6.7043	\$280.88	\$7.0220	\$293.99	\$7.3498	\$307.76	\$7.6941
Duties At 17 year 60%	\$335.47	\$8.3868	\$351.10	\$8.7775	\$367.49	\$9.1872	\$384.70	\$9.6176
At 18 year 74%	\$413.78	\$10.3445	\$433.02	\$10.8256	\$453.24	\$11.3309	\$474.47	\$11.8617
At 19 year 87%	\$486.38	\$12.1595	\$509.10	\$12.7274	\$532.86	\$13.3215	\$557.82	\$13.9455
From Commencement of New Agreement (15 Yr \$201.43 & 16 Yr \$268.17) is superseded by New Under 17 Yr Rate								

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Appendix 2

DESCRIPTION		
SLAUGHTER FLOOR		
Slaughterpersons	Bulls	Additional unit per bull per Team
Skills Allowance [over A5 rate]		\$2.00 per day
P8 measurement, Hindquarter Hygiene Trim & MK Neck Trim		
Shift Allowance		
All Night Shift Cleaners		\$15.00 per day
		pro rata for short shifts
Afternoon Shift Allowance		\$10.21 per day
(Employees employed prior to 16/09/2002 paid separate shift allowance)		
(Loadout employees, employed prior to 16/09/2002, commencing work at 2.00am are paid Afternoon Shift Allowance)		
New employees NO SHIFT ALLOWANCE (Employees employed on or after 16/09/2002)		
Other Allowances		
If increases in Part B Allowances move with the result that the Part A Allowances are less than the Part B Wage Allowance Rates, the Company will pay Part B Allowances from the date of the movement.		
Meal		\$9.04 per meal
First Aid		\$3.72 per day
Leading Hand		\$35.00 per week
Forklift		\$7.47 per week
TP Slaughtering		\$3.11 per day
TP Boner		\$1.75 per day
Knife Allowance -		
Slaughterpersons, A2 & A3 jobs		\$0.71 per day
Boners		\$0.71 per day
Other employees using a knife		\$0.48 per day
Workplace Trainer		\$5.00 per day
Chiller Assessor/Grader		\$15.00 per day
Wirrimbi Allowance		
Certified Employees completing Boiler Attendant duties		\$1.00 per hour

BONING ROOM

REFER AWARD Appendix J - Section "D"

SIDES BONED OUT AS PIECES OF MEAT OR SPECIFIED CUTS

2

REFER AWARD PAGE #3 - Clause 23.1

STANDARD RAIL BONING (NECK ON)	Production Units Per Body	Production Units Per Side	Minimum Production Units
<182 kg	4.850	2.425	PER DAY 61.544
182kg to 228kg	5.350	2.675	
229kg to 272kg	5.750	2.875	
273kg to 318kg	6.150	3.075	
319kg to 364kg	6.550	3.275	
365kg to 408kg	6.650	3.325	
>408kg	6.950	3.475	

Boners	Bulls	Additional half a unit per bull per team
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PART B

Clause 33 Leave Payments at Award Rates

- 33.1 The Butchers' Wholesale (Newcastle and Northern) Award rates shall apply to the payment of approved sick leave, carer's leave (as prescribed in clause 17.1 of this Agreement), personal leave and compassionate leave for all relevant classifications specified in this Agreement.
- 33.2 The Butchers' Wholesale (Newcastle and Northern) Award rates shall be varied, as and when required by law, for the above leave payments specified in clause 33.1.

Clause 34 Savings Clause

- 34.1 Employees employed on or after 16 September 2002, do not receive shift allowance payment.
- 34.2 Employees classified as No.1 labourers prior to 22 May 1998 are not required to clean up at end of shift.
- 34.3 Employees employed on or after 16 September 2002 do not receive any shift allowance payment unless employed as Night Shift Cleaners.

Clause 35 General Provisions

- 35.1 Refer to the provisions of clause 7.5 of the Butchers' Wholesale (Newcastle and Northern) Award as at 16th June 2008.
- 35.2 Failing agreement on Shortage of Stock clauses 13.1, 13.5, 13.6 and 13.7 of this Agreement, refer to the provisions of clause 11 of the Butchers' Wholesale (Newcastle and Northern) Award as at 16th June 2008.

New Technology

- 35.3 Refer to the provisions of clause 8 of the Butchers' Wholesale (Newcastle and Northern) Award as at 16th June 2008.

Termination, Change and Redundancy

- 35.4 Refer to the provisions of clause 9 of the Butchers' Wholesale (Newcastle and Northern) Award as at 16th June 2008.

Mixed Functions

- 35.5 Refer to the provisions of clause 16 of the Butchers' Wholesale (Newcastle and Northern) Award as at 16th June 2008.

WINGHAM BEEF EXPORTS & AMIEU COLLECTIVE AGREEMENT 2008

Annual Leave

35.6 Refer to NSW *Annual Holidays Act 1994*.

Annual Leave Loading

35.7 Refer to the provisions of clause 38 of the Butchers' Wholesale (Newcastle and Northern) Award as at 16th June 2008.

Long Service Leave

35.8 Refer to *Long Service Leave Act 1955*.

Parental Leave

35.9 Refer to Chapter 2, Part 4, Divisions 1 and 2 of the *Industrial Relations Act 1996*

WINGHAM BEEF EXPORTS & AMIEU COLLECTIVE AGREEMENT 2008

Signatories

Signed for and on behalf of Wingham Beef Exports Pty Limited	
Michael Hughes, General Manager	Date
Witness	Date

Signed for and on behalf of Australasian Meat Industry Employees Union, Newcastle and Northern Branch	
Kath Evans, Secretary	Date
Witness	Date