

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/316

**TITLE:** AWU - AJ Bush & Sons (Yanco) Pty Ltd (maintenance) Enterprise Agreement 2001

**I.R.C. NO:** 2001/5923

**DATE APPROVED/COMMENCEMENT:** 28 September 2001/14 August 2001

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New. Replaces EA00/138

**GAZETTAL REFERENCE:** 16 November 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees at the company site located at Yanco, NSW, involved in the maintenance and associated areas

**PARTIES:** A J Bush & Sons (Yanco) Pty Ltd -&- Australian Services Union of N.S.W.

**The Australian Workers Union (AWU)**

**and**

**A.J. Bush & Sons (Yanco) Pty Ltd  
(Maintenance)**

**Enterprise Agreement**

**2001**

**Registered  
Enterprise Agreement**

**Industrial Registrar**

RECEIVED


- 4 SEP 2001

Ans'd

## 1. AGREEMENT TITLE

This agreement shall be known as the AWU – AJ Bush & Sons (Yanco) Pty Ltd (Maintenance) Enterprise Agreement – 2001.

## 2. APPLICATION AND INTERPRETATION

- (i) The parties to this enterprise agreement are AJ Bush & Sons (Yanco) Pty Ltd and the Australian Workers' Union (AWU), New South Wales.
- (ii) The Agreement shall apply to all employees of A.J. Bush & Sons (Yanco) Pty. Limited who are members or are eligible to be members of the AWU involved in maintenance and associated areas in the company's site, situated at Yanco, New South Wales. Any other person may, by agreement with the Company, use this document as a platform for their period of work. 
- (iii) This Agreement is to be read and interpreted in conjunction with the provisions of the Metal & Engineering (State) Award or the Electricians (State) Award. To the extent that where the Agreement is inconsistent with the terms and conditions of those awards this agreement shall prevail. Where the Agreement is silent on a matter the terms and conditions of the Metal & Engineering (State) Award or the Electricians (State) Award shall apply.



### 3. ARRANGEMENT

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## OBJECTIVE

### 4.1 *The parties to this Agreement are committed to:*

- 4.1.1 Continuing a harmonious industrial relations environment through a commitment to consultation and recognition of the role of the union and its committee organisation in all aspects of this Agreement.
  - 4.1.2 Increasing the efficiency and productivity of the company to assist its competitiveness and the ongoing viability of the plant.
  - 4.1.3 Working together to increase the job security, job satisfaction, training opportunities and access to higher paid jobs and improved career paths for employees and the successful implementation of the company's quality assurance program as required by the controlling government authority.
- 4.2 In meeting these objectives the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda shall include:
- 4.2.1 Continuous review of work and management practices affecting efficiency and job satisfaction at a plant level.
  - 4.2.2 Measures designed to improve plant utilisation and ensure security of employment.
  - 4.2.3 Training issues including a review of skill requirements, incentives for training, implementation of training programs and multi-skilling.
  - 4.2.4 Occupational Health and safety issues with a view to reducing the number of injuries and illnesses suffered by employees including the provision of appropriate safety equipment and apparel and the development of rehabilitation programs.
  - 4.2.5 A commitment to the plant through extending and honouring the skills of the maintenance workforce and extend the training opportunities when and wherever appropriate.



## 5 HOURS AND STARTING TIME

5.1 The ordinary hours of work shall be thirty eight (38) hours per week, to be worked between the hours 5:00am and 8:00pm, Monday to Friday. These hours may be varied in an emergency, or otherwise with one week's notice.

### 5.2 Thirty eight Hour Week Leisure Time Credits

5.1.1 An employee shall be rostered to work an extra twenty four (24) minutes per day to bring up to forty (40) hours worked per week at ordinary time.

5.1.2 Such banked hours, in excess of five (5) days, shall be paid out at the time of taking Annual Leave each year.

5.1.3 Leisure time credits shall be accumulated and shall be given by the employer and shall be taken by the employee as required by the employer in single days or blocks of days by individual employees or groups of employees. Accrued leisure time shall be taken:

on a roster basis, or  
during slack periods, or  
with annual leave, or  
in a combination thereof, or  
by agreement with the Supervisor.

## 6. DURATION AND RENEWAL

- a) This agreement shall come into operation from the date it is signed by both parties and approved by the Industrial Relations Commission of New South Wales and shall continue in force for a period of 2 years from the date of certification.
- b) The parties to this Agreement agree that negotiations to renew the agreement shall commence three months prior to the expiration date of the agreement.

## 7. CONTRACT OF EMPLOYMENT

- 7.1 Employees may be engaged on either a weekly or a casual basis.
- 7.2 Casual employees shall be paid 1/38 of the weekly rate prescribed for the relevant classification, plus 20.8 per cent.
- 7.3 Casual – a casual employee means one who is engaged as such by the hour. The employee shall be informed of the minimum hours to be worked on any day. Such minimum shall not be less than four (4) hours on any day.
- 7.4 Weekly employees shall be paid by the week, and except in the case of misconduct, which justifies summary dismissal, the employment may be



terminated by the giving of one weeks notice on either side on any given working day with the right to the payment of, or the forfeiture of, one week's wages. This clause is subject to Clause 25 - Redundancy as per the award.

7.5 This clause shall not affect the right of the employer to deduct payment:

7.5.1 For any day or part of a day during which the employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee; or

7.5.2 For any day during which an employee cannot be usefully employed because of any strike or through any breakdown of machinery or interruption in the essential services including the availability of livestock.

7.6 This clause shall not affect the right of the employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct, and in such cases, wages shall be payable up to the time of dismissal only.

## 8 SHIFT WORK

8.1 Shift work may be worked, where the starting and finish times of the ordinary hours of shift workers shall be fixed by the employer, after consultation with the employee(s) concerned.

8.2 An employee who works on any afternoon shift or alternating night shift shall be paid an allowance of 15% per shift.

8.3 An employee who works on night shift only shall be paid an allowance of 25% per shift.

8.4 Night shift means a shift finishing after midnight and at, or, before 8:00am.

8.5 Afternoon shift means a shift finishing after 8:00pm and at, or, before midnight.

8.6 The shift allowances prescribed in this clause shall not form part of an employees' wage rate for any purpose.



## 9 MEAL HOURS

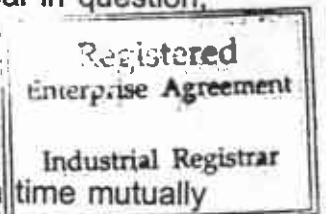
9.1 An unpaid meal interval of one half-hour (1/2) or one hour (1) depending on the plant section concerned, shall be allowed for a meal break at a time to be mutually arranged between the employer and the employee.

9.2 Subject to this clause, a shift worker shall be allowed a twenty (20) minute break each shift at a time to be agreed upon between the employer and the employee(s), such time to be counted as time worked and paid for as such.

- 9.3 An employee required to work overtime for not less than one and a half (1.5) hours before their ordinary starting time shall have a break of fifteen (15) minutes for a crib break, such time to be counted as time worked and paid for as such.
- 9.4 An employee who has to work during a meal interval shall be paid overtime rates for the periods worked, and such overtime rates shall continue until a meal break of not less than thirty (30) minutes is allowed, unless an alternative arrangement is agreed upon.
- 9.5 Any employee required to work overtime for one and a half (1.5) hours or more should be allowed fifteen (15) minutes for a crib. If the employee has not been advised on the working day immediately preceding that the employee shall be required to work such overtime for one hour or more on the following day, the employer shall provide the employee with a meal or, in lieu thereof, shall pay the employee the sum of \$7.80. Provided that if by continuing to work the work can be completed in two hours, the employee may elect not to have a meal break and the employer shall not be liable to provide the employee with a meal or \$7.80 in lieu thereof. An employee who has provided themselves with a meal after being notified and who is not required to work overtime, shall be paid \$7.80. A meal need not be provided under this sub-clause, nor payment in lieu thereof, if the employee is permitted to return home for the meal in question, and can reasonably do so.

## 10 SMOKOS

A twenty (20) minute paid break shall be allowed in the forenoon at a time mutually agreed upon between the employer and the employees.



## 11 OVERTIME

- 11.1 All time worked outside the ordinary hours of work as provided for in Clause 5 shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.
- 11.2 Notwithstanding anything elsewhere in this Agreement, an employer and employee may mutually agree to time off in lieu of the payment of overtime. The time off shall be paid for at the ordinary-time rate for the period of time that the employee would have received the overtime rate, or any other way agreed to by the parties. If no agreement is reached, overtime shall be paid in the normal way.
- 11.3 Employees called out on emergency work between 8:00pm and 5:00am shall be paid a minimum payment of two (2) hours at double time.
- 11.4 It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the industry.
- 11.5 Rest Period After Overtime: When overtime work is necessary, it shall, wherever reasonably practicable, be arranged so that employees have at least



eight (8) consecutive hours off duty between the work of consecutive days. An employee, other than a daily hand, who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day and who has not had at least eight (8) consecutive hours off duty between those times, shall, subject to this sub clause, be released after completion of such overtime until the employee has had eight (8) consecutive hours off duty without the loss of pay for ordinary time occurring during such absence.

If instructed by the employer to resume or continue work without having had eight (8) consecutive hours off duty, the employee shall be paid at double time rates until the employee is released from duty. Once released, the employee shall be absent until the employee has had eight (8) consecutive hours off duty without the loss of pay for ordinary working time occurring during such absence.

## 12 WAGE RATES

- 12.1 There will be six levels of salary in the maintenance section. The following rates will apply:

|                    |                                 |
|--------------------|---------------------------------|
| Level 1 - \$770.00 | - Specialised duties            |
| Level 2 - \$685.00 | - Tradesperson with extra skill |
| Level 3 - \$645.00 | - Certified Tradesperson        |
| Level 4 - \$590.00 | - Non Certified Fitter          |
| Level 5 - \$560.00 | - Labourer (Experienced)        |
| Level 6 - \$530.00 | - Labourer                      |



The level of each employee has been set in consultation with the employee, management and the union delegate.

The rates at Levels 1, 2 and 3 will be further increased by 2.5% and Levels 4, 5 and 6 will be further increased by 3% at the commencement of the second year of this agreement.

The Company undertakes to review the performance and skills of each employee on a six (6) monthly basis or quarterly if requested by either party. At this review the individual performance and/or skills of each employee will be assessed. Further advancement and training, where required, will be discussed at this time.

Any changes to the individual classification or training requirements of each employee will be advised in writing. Changes to required performance standards will also be advised in writing.

### 12.2 APPRENTICE AND JUNIOR LABOURERS

All apprentices will be paid at a rate that is equivalent to at least the minimum appropriate rate as per the award.

Junior Labourers will be paid at the equivalent rate for other juniors employed on this site.

### **13 MIXED FUNCTIONS**

- 13.1 Any employee called upon to perform work of any classification for which a higher rate of pay is provided by this Agreement, shall be paid the higher rate of pay whilst so employed.
- 13.2 Providing an employee has the appropriate skills/training, an employee may be required to carry out any maintenance task as required by his supervisor.

### **14 SICK LEAVE**

- 14.1 An employee shall be entitled to ten (10) days (or 76 hours) sick leave per year. Such sick leave may accumulate for a period of five (5) years. Where an employee has accumulated in excess of fifty (50) days (or 380 hours) the employee may cash in those excess days. Sick leave accrues at a rate of 6.33 hours per completed month of service of the individual employees' service.
- 14.2 The payment for sick leave shall be at the base weekly rate of pay for the employee's particular classification as stated in Clause 12 of this Agreement. No incentive payments shall be made in the payment for sick leave.
- 14.3 An employee must notify the employer, where practical, of his inability to attend work no later than 9:30am on the day of such absence.
- 14.4 An employee shall, in order to be paid for one-day sick leave, provide to the satisfaction of the employer, that the employee is or was unable on account of illness to attend for duty on the day for which payment is claimed.
- 14.5 An employee shall after two (2) consecutive days sick leave in any sick leave year, provide a Doctors' Certificate specifying the employee's illness or incapacity to attend work.

### **15 ANNUAL LEAVE**

The parties to this Agreement shall refer to the Annual Holidays Act 1944.

### **16 ANNUAL LEAVE LOADING**

For any Annual Leave taken, there shall be a loading of 17.5%.

### **17 LONG SERVICE LEAVE**

The parties to this Agreement shall refer to the Long Service Leave Act 1955.



## 18 COMPASSIONATE LEAVE

18.1 An employee shall, on the death of a wife, husband, father, mother, child, step-child, brother, sister, mother-in-law, father-in-law or grandparents, be entitled to compassionate leave as follows:

18.1.1 In respect to the employee's wife, husband, father, mother, child or stepchild – two (2) 'ordinary days'.

18.1.2 In respect to the employee's brother, sister, mother-in-law, father-in-law or grandparents – one (1) 'ordinary day'.

The employee must notify the employer of the need to commence compassionate leave before commencing such leave. In addition, proof of such death shall be given to the employer.

18.2 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 de-facto wife, husband or partner.

18.3 Compassionate Leave is not cumulative.

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## 19 PUBLIC HOLIDAYS

19.1 All proclaimed or gazetted public holidays in the state of New South Wales shall be observed. If by mutual agreement between employer and employee, other days may be substituted for the said days. The Meat Industry Picnic Day shall replace the AWU picnic day.

19.2 A weekly employee shall be paid for public holidays falling on a working day under Clause 19.1 provided that the employee has worked on the immediately before and the working day immediately after the holiday.

19.3 If an employee is ill on the working day immediately before and/or the workday immediately after the public holiday and provides a Doctor's Certificate, the employee shall be paid for the public holiday. All back dated certificates will not be accepted.

19.4 Should an employee be required to work on any of the public holidays specified in Clause 19.1 except Christmas Day (25 December) and Anzac Day (25 April) and Good Friday, they shall be paid at double time and a half for all time worked with a minimum payment of four (4) hours.

19.5 Should an employee be required to work Christmas Day (25 December), Anzac Day (25 April) or Good Friday, the employee shall be entitled to be paid double time in addition to the ordinary daily rate of pay with a minimum payment of four hours.

19.6 In the case of a mutual agreement as provided for in Clause 19.1, the appropriate ordinary time rate for the classification shall be paid for the holiday

worked and penalty payment shall apply to the substituted day if the employee is required to work such substituted day.

## **20 PAYMENT OF WAGES**

- 20.1 Weekly employees shall have their wages paid by not later than Friday of each week. The wages shall include all monies earned up to the finishing time two days preceding the payment day.
- 20.2 Payment shall be made by electronic funds transfer to the financial institution of the employee's choice provided that electronic access is available to the nominated institution.



## **21 EMPLOYEE COUNSELLING AND DISCIPLINARY PROCEDURE**

- 21.1 The parties to this Agreement acknowledge the need for a balanced approach to dealing with matters arising from the day-to-day issues covering the general performance of employees in the workplace.
- 21.2 To ensure that an employee is treated with fairness and equity in all matters concerning his/her employment the parties shall follow these procedures for counselling and disciplinary action as provided for in this procedure.
- 21.3 In any case where the actions of an employee are unacceptable to the employer the employee shall be counselled as a prerequisite to the commencement of termination proceedings in accordance with the Industrial Relations Act 1996.
- 21.4 This procedure shall not apply where the actions of the employee are so serious as to constitute grounds for summary dismissal.
- 21.5 In lieu of dismissal for an action other than for grounds for summary dismissal, the employer and union representative(s) may agree to direct the employee concerned to 'disciplinary leave'. For the purpose of this procedure, 'disciplinary leave' is defined as leave without pay for a minimum of no less than one (1) working day and nor more than twenty (20) working days.
- 21.6 Unless otherwise agreed between the parties to this Agreement, the counselling procedure shall be as follows:

### **21.6.1 Level 1 (Formal Verbal Warning)**

- 21.6.1.1 An employee subject to the need to be counselled by the employer shall be advised by the employer prior to the counselling session that they are to be so counselled. The employer shall advise the time and day which the employee is to attend the said counselling session. The employee shall be entitled to have a union representative present as an observer.
- 21.6.1.2 The employer during the counselling session shall clearly outline the matters of concern regarding the employee's performance and/or actions. The employee shall be afforded the opportunity to respond to any matters raised during this counselling session and may, if they request, seek advice from their union representative prior to responding to any points at issue.
- 21.6.1.3 The employer shall, after discussions with the employee, advise the employee of the corrective measures necessary by the employee and any review date deemed appropriate.

21.6.1.4 A record of this counselling session shall be made in the employer's diary.

**21.6.2 Level 2 (1<sup>st</sup> Written Warning / 2<sup>nd</sup> Formal Warning)**

21.6.2.1 Where it is determined that Level 1 has not been successful and the behaviour, performance or other matter concerning the employee has not altered a further review shall occur and shall incorporate the first formal warning in writing to the employee.

The procedure as outlined in Level 1 of this procedure shall be followed.

**21.6.3 Level 3 (2<sup>nd</sup> Written Warning / 3<sup>rd</sup> Formal Warning)**

21.6.3.1 Where it is determined that the previous counselling sessions have not been successful a further counselling session shall occur and a third and final warning in writing shall be issued to the employee.

21.6.3.2 This warning shall advise the employee that any further failure to improve their performance, behaviour and/or any other matter concerning their employment will lead to either disciplinary leave or their termination of employment.

The procedure as outlined in Level 1 of this procedure shall be followed.

**21.6.4 Level 4**

21.6.4.1 Where it is determined that Level 3 (2<sup>nd</sup> Written / 3<sup>rd</sup> Formal and Final Warning) has not been successful the employer shall hold a meeting with the employee and union representative and there shall be a decision made as to the disciplinary action to be applied to the employee.

21.6.4.2 The action determined by the employer as appropriate shall be consistent with the options available in this procedure is either disciplinary leave or termination of employment.

21.7 To assist the parties in executing this procedure, the employer shall complete a form on each occasion that this procedure is used, with a copy given to the employee concerned and if the employee agrees a copy to the union representative who attended the counselling session.

21.8 The parties agree that the method of determining the Level of the counselling session that the employee shall be subject to will be determined by the period of time elapsed since the last disciplinary session. Should a period of twelve months or more since the last disciplinary session have elapsed then the previous warning shall be rescinded. Shall become null and void

## **22 GRIEVANCE AND DISPUTE PROCEDURE**

The following procedure shall be followed for settlement of grievances and disputes:

- 22.1 Any grievance/dispute involving an employee(s) or work issue must be resolved as early as possible by attention to the following process:
- 22.1.1 Any employee shall notify their supervisor of any issue that is likely to give rise to a dispute or grievance.
  - 22.1.2 Upon being notified, the employee concerned, together with the on plant union representatives shall hold discussions concerning the disputed issue or grievance with management.
  - 22.1.3 If the matter cannot be resolved, the management and employee(s) shall hold discussions with a representative of the AWU.
  - 22.1.4 If the matter still remains unresolved, the issue or grievance shall be placed before the Industrial Relations Commission of NSW.
- 22.2 During the process of the dispute procedure, "Status Quo" shall remain. Status Quo meaning the immediate situation preceding the dispute or grievance.
- 22.3 Work shall continue throughout all negotiations.

## **23 MATERNITY, PATERNITY AND ADOPTION LEAVE**

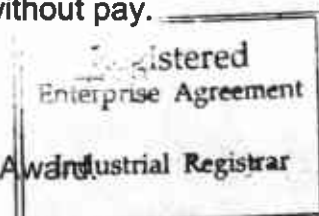
The parties to this Agreement shall refer to Chapter 2, Part 4 of the Industrial Relations Act 1996 (NSW).

## **24 SUPERANNUATION**

- 24.1 The employers contribution shall be the amount required by the Superannuation Guarantee (Administration Act 1992) and Superannuation Guarantee Charge Act 1992 and shall be placed into the employee's choice of funds available to this company.
- 24.2 Earnings means the ordinary time earnings, for shift workers it shall also include their shift loading.
- 24.3 The employer shall not be required to contribute to any employee in respect of any period for which the employee is absent from work on leave without pay.

## **25 REDUNDANCY**

As per the Electricians (State) Award or the Metal & Engineering (State) Award.



## **26 UNION FEE DEDUCTIONS**

The employer, if given authority, shall deduct fees through payroll deductions and forward such amounts to the Union on a monthly basis. The company reserves the right to discontinue this practice by giving employees one month's notice in writing.

## **27 TRADE UNION TRAINING LEAVE**

Employees shall be entitled to paid trade union training leave in accordance with the provisions of this clause.

27.1 Leave is to be confined to workplace union representatives.

27.2 Leave is to be confined to five (5) days per year for each workplace representative and is not to be cumulative.

27.3 Leave is limited to only two (2) representatives at any one time.

27.4 The employer shall receive no less than four (4) weeks notice.

27.5 The AWU shall provide to the employer any details requested in regards to the training.

## **28 TRAINING**

Consistent with the objectives set out in Clause 4.2.3, employees shall be given access to, and participate in, training programs which shall be directly relevant to the needs of both the employer and employees and which shall be established and delivered in accordance with procedures agreed by the consultative committee.

## **29 CANCELLATION OF PREVIOUS WRITTEN OR UNWRITTEN AGREEMENTS**

All previous written and/or unwritten site agreements or arrangements, not including appendices to this agreement, are deemed to be cancelled and shall no longer be observed, as a result of the formal registration of this agreement.





**Signatories**

Whereby the parties have signed and had witnessed their signatures in recognition of their express agreement to each and every term contained herein.

**SIGNED** for and on behalf of A. J. Bush & Sons (Yanco) PTY LTD:

*D. A. Blake*  
.....  
(Signature)

.....14/8/01.....  
(Dated)

In the presence of:

*Rappaport*  
.....  
(Witness)

**SIGNED** for and on behalf of the Australian Worker's Union New South Wales Branch:

*R. K. Collier*  
.....  
(Signature)

.....27<sup>th</sup> August .01.  
(Dated)

in the presence of:

*W. Sch*  
.....  
(Witness)



### Signatories

Whereby the parties have signed and had witnessed their signatures in recognition of their express agreement to each and every term contained herein.

**SIGNED** for and on behalf of A. J. Bush & Sons (Yanco) PTY LTD:

*D. A. Blake*  
.....  
(Signature)

*14/8/01*  
.....  
(Dated)

In the presence of:

*[Signature]*  
.....  
(Witness)

**SIGNED** for and on behalf of the Australian Worker's Union New South Wales Branch:

*R. K. Bell*  
.....  
(Signature)

*27<sup>th</sup> August 01.*  
.....  
(Dated)

in the presence of:

*[Signature]*  
.....  
(Witness)

