

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA98/294

**TITLE:** Wingham Beef Exports Enterprise Agreement 1998

**I.R.C. NO:** 98/5593

**DATE APPROVED/COMMENCEMENT:** Approved 9 November 1998 and commenced 25 May 1998

**TERM:** 24 Months

**NEW AGREEMENT OR  
VARIATION:** New. Replaced EA97/84

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees who are engaged pursuant to the Butchers' Wholesale (Newcastle & Northern) Award at the Wingham, NSW plant

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





# Wingham Beef Exports



# Enterprise Agreement

1998

### Clause 1 - Title

This agreement shall be referred to as the Wingham Beef Exports Enterprise Agreement 1998.



### Clause 2. - 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).
- c) Wingham Beef Exports Pty Limited under takes to comply with the provisions of Section 338 of The Workplace Relations Act 1996 in respect to all employees of the company in the classifications covered by this agreement.

### Clause 3 - Parties Bound

This agreement shall be binding on the Company and its employees, who are engaged at the Company's beef processing plant, as located at Gloucester Road, Wingham, in the state of New South Wales.

The agreement shall apply in respect of those employees who perform any work that falls within any of the classifications of the parent award.

### Clause 4 - Parent Award

This agreement is to be read and applied in conjunction with the Butcher's Wholesale (Newcastle and Northern) Award, as at the 25th May 1998, (the parent Award), or its successor.

Wherever the terms of this agreement are inconsistent with the terms of the Award, the terms of this agreement are to be applied.

### Clause 5 - 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 6 - Slaughter Floor & Associated Areas**

**6.1 Classification Structure**

- **Grade : A 1**  
Sticker  
1st Leg Open  
1st Leg Second Cut  
1st Leg Air Knife  
2nd Leg  
2nd Leg Air Knife  
Rumper  
Flanker  
Hide Puller Driver  
Hide Puller Passenger  
Tail Bung  
Front Out  
Front Out  
Saw
  
- **Grade : A 1\***  
Remove Heads & Hocks  
Brisket Saw
  
- **Grade : A 2**  
Knocker  
Horns & Hocks  
Remove Cheeks & Trim Tongues [1 person only, if 2 people both A 3]  
Hindquarter Wizard Knife  
Retain Trim
  
- **Grade : A 3**  
Shackler  
Drop Tongues  
Bone Heads  
Evisceration Trim Table [Livers, Hearts]  
Evisceration Trim Table [Weasands, Tails, Kidneys]  
Forequarter Wizard Knife  
Forequarter Trim [Neck, Spinal Cord]  
Scales & Grade
  
- **Grade : A 4**  
Rodder  
Head Wash  
A.Q.I.S. Trim  
Trim on Viscera [Tripe]  
Tripe Trim [Mountain Chain]  
Cookerman  
Offal Room Scales
  
- **Grade : A 5**  
Weasand Plug  
1st Leg Transfer  
2nd Leg Transfer  
Number Hides  
Dentition & Hang Heads  
Lung Trim on Viscera Table  
Urine Samples, Apron Wash, Hygiene  
Hasher Washer  
Q.A. Monitor  
Chiller Beef Pusher  
Offal & Tripe Packer  
Roller Room  
Floor Person  
Stock Yards



Thin Skirt E.U.  
Skirt Membrane, Thick Skirt  
Hind Quarter Trim [Hygiene]  
MK Neck Trim  
P 8  
Tripe / Bible Trim & Cleaning

Cleaners  
Yards [Site Maint.]  
Save All Attendant  
By Products  
All Other (except Grade6 employees)

- **Grade :** A 6  
Unskilled new employees [30 Days maximum] In all departments

## 6.2 Remuneration



- **Grade :** A 1 & A 1\*  
Minimum 27.5 units per A1 or A1\* [Slaughtermen] per day paid at a Constant Unit Rate for Monday to Friday as follows; -

A 1: \$4.25 per unit without limit [including overtime].

A 1\*: \$4.00 per unit without limit [including overtime]

- **Grade :** A 2  
Fixed Weekly Rate: \$540.00 for ordinary hours

Overtime Rate for Monday to Friday as follows; -

Time & Half : \$20.25 per hour.

Double Time : \$27.00 per hour.

Note: Casuals : +12 1/2 %

- **Grade :** A 3  
Fixed Weekly Rate : \$530.00 for ordinary hours

Overtime Rate for Monday to Friday as follows ;-

Time & Half : \$19.87 per hour.

Double Time : \$26.50 per hour.

Note: Casuals : +12 1/2 %

- **Grade :** A 4  
Fixed Weekly Rate : \$520.00 for ordinary hours

Overtime Rate for Monday to Friday as follows; -

Time & Half : \$19.50 per hour.

Double Time : \$26.00 per hour.

Note: Casuals : +12 1/2 %

Note: This rate for the Cooker-person is inclusive of shift allowance.

**Grade : A 5**

Fixed Weekly Rate : \$460.00 for ordinary hours

Overtime Rate for Monday to Friday as follows; -

Time & Half : \$17.25 per hour.

Double Time : \$23.00 per hour.

Note: Casuals : +12 ½ %



• **Grade : A 6**

Fixed Weekly Rate : \$410.00 for ordinary hours

Overtime Rate for Monday to Friday as follows; -

Time & Half : \$15.37 per hour.

Double Time : \$20.50 per hour.

The minimum rate of pay for 40 ordinary hours for Junior employees shall be in accordance with the weekly wage rate tables in this agreement.

	New <u>Employees</u>	All <u>Others</u>
At 15 years of age	\$147.60	\$165.60
At 16 years of age	\$198.00	\$221.70
At 17 years of age	\$246.00	\$276.00
At 18 years of age	\$305.80	\$342.70
At 19 years of age	\$357.60	\$401.10

- 6.3 For the duration of this agreement, the company shall classify 16 individuals to the position of slaughterperson.
- 6.4 Any permanent slaughterperson who performs alternative tasks on any 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).
- 6.5 Waiting time shall be paid to slaughterpersons and No1s (as per Clause 6.9) , where applicable, in accordance with the parent award, with the exception that the reference to 5 hours in the parent award shall be replaced by 6 hours.
- 6.6 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 employees.
- 6.7 No waiting time will be paid if delay is due to lack of chiller space.
- 6.8 Weekend overtime will be paid in accordance with the Award and Site Agreement.
- 6.9 Employees classified as permanent No. 1 Labourers prior to the 25 May 1998 shall receive an additional 23.125 cents per unit on days when the Award calculation exceeds 1/5 of the weekly A2 rate under this agreement.

- 6.10 Employees classified, as No. 1 Labourers prior to the 25 May 1998 are not required to clean up at end of shift.
- 6.11 Grades A 2, A 3 & A 4 to clean up for 30 minutes when required at end of shift.
- 6.12 When Tripe Room is not operational one [1] only Hasher Washer person is to receive an additional \$3.72 per day.



**Clause 7 - Boning Room, Cold Store & Associated Areas.**

**7.1 Classification Structure**

- **Grade : Boner**  
There shall be a minimum of 24 permanent Boners for the duration of this Agreement.
- **Grade : Slicer**  
There shall be a minimum of 26 permanent Slicers for the duration of this Agreement.
- **Grade : G 1**  
Trimmer  
Sastek Operator  
Weighing in.  
Carton Room Controller  
1 only Vacuum Pack Operator [control]
- **Grade : G 2**  
Freezer Labourers  
All others [excluding Grade 3 employees]
- **Grade : G 3**  
Unskilled new employees [30 Days maximum] In all departments

**7.2 Remuneration - Day Shift**

- **Grade : Boner**  
Minimum 97 units per Boner per day paid at a Constant Unit Rate for Monday to Friday as follows; -

\$1.49 per unit without limit [including overtime].

Boners will be required to bone in excess of 97 units when beef is available within the ordinary hours of work.

**Grade : Slicer**

Minimum 97 units per Slicer per day paid at a Constant Unit Rate for Monday to Friday as follows; -

\$1.43 per unit without limit [including overtime].

Slicers will be required to slice in excess of 97 units when beef is available within the ordinary hours of work.

Room to be manned to suit production.

- **Grade : G 1**

Fixed Weekly Rate : \$520.00 for ordinary hours

Overtime Rate for Monday to Friday as follows; -

Time & Half : \$19.50 per hour.

Double Time : \$26.00 per hour.

Note: Casuals + 12 ½ %

- **Grade : G 2**

Fixed Weekly Rate : \$495.00 for ordinary hours

Overtime Rate for Monday to Friday as follows ;-

Time & Half : \$18.56 per hour.

Double Time : \$24.75 per hour.

Note: Casuals + 12 ½ %

- **Grade : G 3**

Fixed Weekly Rate : \$410.00 for ordinary hours

Overtime Rate for Monday to Friday as follows ;-

Time & Half : \$15.37 per hour.

Double Time : \$20.50 per hour.

The minimum rate of pay for 40 ordinary hours for Junior employees shall be in accordance with the weekly wage rate tables in this agreement.

	New <u>Employees</u>	All <u>Others</u>
At 15 years of age	\$147.60	\$165.60
At 16 years of age	\$198.00	\$221.70
At 17 years of age	\$246.00	\$276.00
At 18 years of age	\$305.80	\$342.70
At 19 years of age	\$357.60	\$401.10



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There will be consultation with management, the Union and its members that will allow Boners on the teams to cut out an agreed number of Boners (taking into account team size, cattle numbers and weight, and the ability to maintain a proper production flow through the room) who are absent from the team, without the flow on of extra units to relevant work areas. Where an employee is cut out in accordance with this provision, it shall be on the basis that no additional cost will flow on to the Company.

19 Boners and over	Cut out 2 Boners
Less than 19 Boners	Cut out 1 Boners

Permanent boners / slicers who have been dropped from the team, on any day, due to a reduction in the team size shall receive the same amount as a boner / slicer who continues to work as such on that team on that day.

The chain may stop for two [2] by 5-minute rest breaks prior to the lunch break and, only if working over-time, one [1] by 5-minute rest break after lunch.

The Company will provide a minimum of 50 units per week above the minimum daily tally of 97 units per Boner (within 8 hours) before Saturday overtime will be required to be worked (proportional if short week).



### 7.3 Remuneration - Second Shift

The Union agrees that shift work may occur without the further agreement of the Union.

- **Grade : Boner**  
Shall be paid a minimum of 61.544 units per day at the Award Rate. The Award rate for Overs will apply to units from 61.544 to 77 units.  
  
Units in excess of 77 paid at a Constant Unit Rate for Monday to Friday as follows :-  
\$1.49 per unit without limit [including overtime].
- **Grade : Slicer**  
Shall be paid a minimum of 61.544 units per day at the Award Rate. The Award rate for Overs will apply to units from 61.544 to 77 units.  
  
Units in excess of 77 paid at a Constant Unit Rate for Monday to Friday as follows :-  
\$1.43 per unit without limit [including overtime].
- **Grade : G 1**  
Shall be paid the Award rate for ordinary hours.  
Production Loading, where applicable, will be paid on the Award rate to a maximum payment [Ordinary Time plus Production Loading] of \$104.00 per day.

Overtime Rate for Monday to Friday as follows :-  
Time & Half : \$19.50 per hour.  
Double Time : \$26.00 per hour.  
Note: Casuals + 12 ½ %

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- **Grade : G 2**  
Shall be paid the Award rate for ordinary hours.  
Production Loading, where applicable, will be paid on the Award rate to a maximum payment [Ordinary Time plus Production Loading] of \$99.00 per day.

Overtime Rate for Monday to Friday as follows :-

Time & Half : \$18.56 per hour.  
Double Time : \$24.75 per hour.  
Note: Casuals + 12 ½ %

- **Grade : G 3**  
Fixed Weekly Rate : \$410.00 for ordinary hours

Overtime Rate for Monday to Friday as follows :-

Time & Half : \$15.37 per hour.  
Double Time : \$20.50 per hour.



The minimum rate of pay for 40 ordinary hours for Junior employees shall be in accordance with the weekly wage rate tables in this agreement.

	<u>New</u> <u>Employees</u>	<u>All</u> <u>Others</u>
At 15 years of age	\$147.60	\$165.60
At 16 years of age	\$198.00	\$221.70
At 17 years of age	\$246.00	\$276.00
At 18 years of age	\$305.80	\$342.70
At 19 years of age	\$357.60	\$401.10

Shift allowances shall be payable in accordance with the provisions of the parent award.

#### **Clause 8 - Shortages of Livestock**

In the event of shortage of stock, the employer shall give 7 calendar days notice to employees. The Consultative Committee shall meet and agree on the best method of allowing the plant to operate for the benefit of all. Failing agreement, Award provisions apply.

#### **Clause 9 - Rostered days Off**

- 9.1 During each calendar year the first six RDO's shall be accrued for use during periods of slack production.
- 9.2 During slack periods of production, annual leave and RDO's may be utilised, 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 10 - Provisions Relating to Sick Leave

- 10.1 Sick leave, where taken, is to be paid at the ordinary time rate as prescribed by the parent award.
- 10.2 In each calendar year, employees shall 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 utilised during periods of shortage of stock, following application by the employee.
- 10.3 All unpaid sick leave accrued after the 24 th February 1997, shall be paid out on termination of employment, except in the case of justified instant dismissal.

### Clause 11 - Waiting Time Boning Room

Waiting time shall be paid in accordance with the parent award, with the exception that the reference in that award to 5 hours shall be replaced by a reference to 7 hours and 53 minutes.

### Clause 12 - Freezer Room Employees

Custom and practice with regards to work practices and wages structure shall continue to be observed with regards to freezer room employees.



### Clause 13 - Rates of Pay for Certain Leave and Weekend Overtime

- 13.1 Where an employee is to be paid for sick leave taken as leave, compassionate leave, family leave and workers compensation then such leave shall be paid at the appropriate parent award classification rate. Other leave will be paid at the average rate.
- 13.2 Weekend overtime will be paid at the appropriate Award rate for the classification and Site agreement.

### Clause 14 - Union Recognition

The Company recognises the Australasian Meat Industry Employees 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 a application form to join the union to new employees.

The Company shall deduct from the wages of each employee who has authorised it 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.

### Clause 15 - Single Bargaining Unit

This agreement has been negotiated through a consultative process involving a consultative committee representing all employees covered by the parent award, the Company, and representatives of the Australasian Meat Industry Employees Union, Newcastle and Northern Branch, being either its officers or delegates.

### Clause 16 - New Employees

- 16.1 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.
- 16.2 New Un-Skilled Employees are probationary for a maximum 30 actual working days, ie Daily Hire without obligation for the Company to provide continuing employment [Casual or Weekly].



### Clause 17 - Trade Union Training Leave

- 17.1 Employees as defined shall be entitled to a maximum of 2 days paid per year to attend Trade Union Training.
- 17.2 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.
- 17.3 The Company is to be consulted on the nature and content of the course that is to be attended.
- 17.4 The granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
- 17.5 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 18 - Study Leave

- 18.1 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.
- 18.2 An employee wishing to use these provisions must provide course particulars and time frames to the Company.

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### Clause 19 - Training

The Company and the Union agree to use (MINTRAC) as a guide for developing the foundations for a comprehensive training programme.

A joint training committee will be established and representation shall be agreed on between all parties.

The goals and the commitment by all parties being to establish and maintain an accredited training programme that is specific to the needs of Wingham Beef Exports and to ensure a safe, efficient and productive workforce.

### Clause 20 - Rehabilitation Programme

The parties agree to revise, and if necessary, make changes to the Wingham Beef Exports Rehabilitation Programme to achieve a programme that best suits the specific needs of the company and injured employees in their safe return to duties.

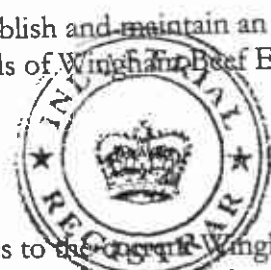
### Clause 21 - Employees Accrued Entitlements

The company gives a commitment to the securing of all employees accrued entitlements.

### Clause 22 - Disputes Procedure

The parties agree that, subject to the provisions of the New South Wales Industrial Relations Act 1991, 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:

- 22.1 Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- 22.2 If the matter is not resolved at this level, it will be further discussed between the affected employees(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.
- 22.3 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.
- 22.4 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 subclause.
- 22.5 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.
- 22.6 The parties shall, at all times, confer in good faith and without undue delay.



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22.7 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 23 - Nominal Period and Renewal**

- 23.1 This agreement shall apply on and from the 25 th May 1998 and shall have a nominal term of 24 months.
- 23.2 The E.B.A. Rates referred to in this Agreement will be increased by 1.5% effective 24 th May 1999.
- 23.3 The Consultative Committee, represented by all parties, will remain active for the duration of this agreement, and the parties will commence negotiations in good faith, and without prejudice, no later than 3 months prior to the expiry date of the agreement in relation to the renewal or variation of this agreement.




**Signatories**

Signed for and on behalf of Wingham Beef Exports Pty Limited



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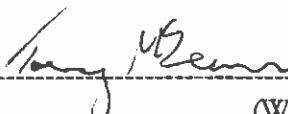
(Dated)

In the presence of:   
(Witness)

Signed for and on behalf of the Australasian Meat Industry Employees Union, Newcastle and Northern Branch.



10<sup>th</sup> August 1998  
(Dated)

In the presence of:   
(Witness)