



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Brancourts Staff Pty Ltd
(AG2014/1004)

BRANCOURTS HEXHAM ENTERPRISE AGREEMENT 2013-2016

Manufacturing and associated industries

SENIOR DEPUTY PRESIDENT DRAKE

SYDNEY, 13 JUNE 2014

Application for approval of the Brancourts Hexham Enterprise Agreement 2013-2016.

[1] An application has been made for approval of an enterprise agreement known as the *Brancourts Hexham Enterprise Agreement 2013-2016* (the Agreement). The application was made pursuant to s185 of the *Fair Work Act 2009* (the Act). It has been made by Brancourts Staff Pty Ltd. The agreement is a single enterprise agreement.

[2] The Agreement was not lodged within 14 days after it was made. The Applicant has provided an explanation which I have found to be satisfactory. Pursuant to s.185(3)(b) I consider it fair to extend the time for making this application to 1 May 2014.

[3] I am satisfied that each of the requirements of ss186, 187 and 188 of the Act as are relevant to the application for approval have been met.

[4] The Australian Meat Industry Employees Union, being bargaining representatives for the Agreement, have given notice under s183 of the Act that it wants the Agreement to cover it. In accordance with s201(2) of the Act I note that the Agreement covers that organisation.

[5] The Agreement is approved and, in accordance with s54 of the Act, will operate from 20 June 2014. The nominal expiry date of the Agreement is 20 June 2017.



SENIOR DEPUTY PRESIDENT

**BRANCOURT STAFF
PTY LTD**

HEXHAM SITE

Enterprise Agreement

2014 – 2016

ARRANGEMENT

SUBJECT	CLAUSE
Accommodation	29
Allowances	14
Annual leave	20
Application and Duration	3
Community service and disaster leave	25
Compassionate leave	23
Consultation & Redundancy	34
Consultative mechanism	33
Contract of employment	6
Disciplinary procedure	32
Dispute settlement procedure (collective)	31
Flexible Working Arrangements	7
Holidays	19
Hours of work	9
Jury service	27
Leave to Attend Union Business	38
Long service leave	21
Meal breaks	10
Mixed functions	18
National Employment Standards	8
No extra claims	35
Overtime	16
Parental leave	24
Parties bound	2
Payment of wages	13
Payroll Deductions	39
Personal /Carer's Leave	22
Preamble	5
Redundancy	34
Relationship to parent award	4
Rest pauses	11
Saturday and Sunday work	17
Superannuation	28
38 hour week	15
Title	1
Trade Union Training	37
Uniforms	30
Union Recognition	36
Unpaid leave	26
Wages	12

APPENDIX'S

Appendix Number	Subject
Appendix 1	Monetary rates
Appendix 2	Classification structures

1. TITLE

The Agreement shall be known as the "*Brancourts Hexham Enterprise Agreement 2013 – 2016*", otherwise referred to herein as the "Agreement".

2. PARTIES BOUND

The parties to the agreement are:

Brancourt Staff Pty Ltd (ABN 75 083 552 407) ("the Company");

The factory employees at Brancourt Staff Pty Ltd Hexham ("the Employees");
and

The Australasian Meat Industry Employee's Union, Newcastle and Northern Branch (the Union).

3. APPLICATION AND DURATION

This Agreement shall apply to employees who are employed by the Company at the Company's site located at Hexham in the state of NSW and who are engaged in the classifications contained herein.

(a) The Agreement commences 7 days after its approval by the Fair Work Commission and it will continue in force for three (3) years or until varied, terminated or replaced.

4. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the relevant Modern Award as amended from time to time as mentioned below:

(a) Food, Beverage and Tobacco Manufacturing Award 2010.

Where the provisions of any of the above Modern Award are inconsistent with the terms of this Agreement, then this Agreement applies.

5. PREAMBLE

The parties agree the objectives of this Agreement are to facilitate the:

- 5.1 Efficiency and productivity of the Company's business for the benefit of its employees, customers, shareholders and community at large;
- 5.2 Profitable manufacture of the highest quality products at the lowest cost;
- 5.3 Development and maintenance of a harmonious and mature consultative

relationship;

5.4 The parties recognise that important in achieving these objectives is:

5.4.1 A consultative environment in which all employees, care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their work and benefit from the success of their efforts;

5.4.2 the need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.

5.5 The parties to this Agreement therefore agree:

5.5.1 To accept respective responsibilities for health and safety in the workplace under the Work Health and Safety Act 2011;

5.5.2 That the parties will work cooperatively towards the objectives of the Agreement for all Company employees;

5.5.3 That employees will carry out all duties as are within the limits of their skill, competence and training;

5.5.4 That the parties will take all steps necessary to avoid any action which disrupts continuity of production by resolving concerns effectively and speedily through use of the consultative mechanism and an agreed dispute settlement procedure;

5.5.5 That employees will cooperate in the implementation of quality assurance, production efficiency and productivity measurement techniques;

5.5.6 That employees will assist with training other employees in accordance with guidelines developed by the parties;

5.5.7 The Company shall take steps to ensure that the enterprise has the benefit of a stable and committed workforce;

5.5.8 The Company shall take reasonable steps to protect the employees' accrued entitlements.

5.5.9 The Company, will endeavour, where commercially sensible, to increase its investment in the productive capacity of the enterprise.

5.5.10 The Company will put in place measures aimed at ensuring that employees are appropriately trained to perform their stated duties.

5.6 The Company is an equal opportunity employer and confirms its intention to continue to treat all employees, current and potential, fairly in respect of:

- Gender
- Sex (including pregnancy)
- Marital status
- Race, colour or religious background, descent or nationality
- Disability
- Sexuality - actual or presumed
- Age
- Political opinion

The Company does not and will not tolerate direct or indirect discrimination of any kind.

The Company's preference is to maintain the direct employer/employee relationship with its workforce, however reserves the right to use third party providers, such as labour hire companies where it is necessary for operational reasons.

6. CONTRACT OF EMPLOYMENT

The Company and the employees shall comply with the conditions contained in this Agreement and Company's policies and Procedures. The Company's policies and procedures do not form part of this Agreement.

- 6.1 An employee shall be engaged either full time, part time or casual. With the exception of casuals each employee shall be notified in writing before commencing work of the nature of their employment with the Company.
- 6.2 Permanent Full-time. Shall mean a weekly employee directly employed by the Company for 38 hours each week. Appointment is subject to a six (6) month probationary period.
- 6.3 Permanent Part-time. A Part-time employee is a person, with a contract of employment based on less than 38 hours per week. Hours of work should be notified the previous day and to be based on a weekly schedule. Part-time employees working less than eight hours on any day may be offered additional hours of work, up to a total of eight for the shift, prior to completion of that rostered shift. These additional hours will be paid at ordinary rates. The total number of ordinary hours will not exceed 38 in any week. A part time employee

shall receive all the benefits of a weekly employee in proportion to the hours they work. Appointment is subject to three (6) month probationary period.

6.4 For all employees, (other than casuals,) employment shall be terminated with two week's notice by employee and the statutory notice period by the Company, or the forfeiture of a week's pay, by the employee, in lieu of notice as the case may be. Casuals can be terminated after working their guaranteed four (4) hours.

6.5 Casual Employee shall mean an employee engaged by the hour.

6.5.1 For all ordinary time worked on any one day, a casual employee as defined shall be paid at an hourly rate ascertained by dividing the weekly rate prescribed for an employee of the level at which he/she works by 38, plus 25%. This ordinary hourly rate shall be in lieu of entitlements as outlined in this Agreement including paid personal/carer's leave, annual leave (1/12th annual leave component), annual leave loading, holidays or other forms of paid leave (excluding long service leave and other forms of unpaid leave) for all hours worked other than overtime.

6.5.2 Any penalty rates or loading, excluding overtime, that are provided by this agreement shall be paid in addition to, and calculated separately from, the base casual loading of 25%.

6.5.3 Casual employees shall be guaranteed four (4) hours pay at the casual rate on each day

6.6 To meet production requirements from time to time the Company may require a pool of casual labour employed by a labour hire Company.

6.7 This clause shall not affect the right of the Company to:

Not pay for any day the employee cannot be usefully employed because of any strike or through a breakdown in machinery or any stoppage of work for which the Company cannot reasonably be held responsible, after consultation with the employees. Provided that such standing down shall not be deemed a break in the continuity of the employment of the employee for the purpose of any rights under this Agreement.

6.8 Stand down an employee and deduct payment for any day or portion thereof during which an employee is stood down by the Company as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct, including theft, physical or verbal provocation of another person, use of alcohol or drugs, on the part of the employee.

6.9 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.

6.10 Abandonment of employment. The absence of an employee from work for a continuous period of three days without notification to the Company will be deemed abandonment of employment and the employment contract ceases and wages shall be paid up to the last time of work. The Company shall make all reasonable effort to contact the employee during this period:

6.10.1 In the first instance a phone call shall be made to the employees;

6.10.2 A letter shall be sent by registered mail to the employees address.

7. FLEXIBLE WORKING ARRANGEMENTS

7.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if: the agreement deals with one or more of the following matters:

(i) When RDO's may be taken;

(ii) When meal and rest breaks are taken.

(a) the arrangements meet the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and

(b) the arrangement is genuinely agreed to by the employer and employee.

7.2 The employer must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the Act; and

(b) are not unlawful terms under section 194 of the Act; and

(c) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

(d) includes details of:

(i) the terms of the enterprise agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the arrangement; or

(b) if the employer and employee agree in writing-at any time.

8. THE NATIONAL EMPLOYMENT STANDARDS

8.1 The National Employment Standards ("NES") are minimum entitlements specified in Part 2-2 of the Fair Work Act 2009. A summary of the leave entitlements from the NES are set out in Clauses 19 to 26 of this agreement. For the purposes of the NES the following is a summary of the general provisions that apply.

8.2 Continuous Service

"Continuous Service" is the period during which an employee is employed by the employer provided that following periods of absence during employment do not count as service:

- Any period of unauthorised absence
- Any period of unpaid leave except absence on community service leave.

8.3 Restriction While Receiving Workers' Compensation

An employee is not entitled to accrue any leave under the NES (whether paid or unpaid) during a period when the employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving workers compensation payments. This does not apply to unpaid parental leave.

8.4 Notice

To be entitled to leave an employee must give the employer notice as soon as reasonably practicable regarding the type of leave to be taken and must advise the employer of the period, or expected period of the leave.

8.5 Documentary Evidence

Subject to the provisions of the enterprise agreement, to be entitled to payment for the leave the employee, when required by the employer, must provide evidence

that would satisfy a reasonable person that the leave was taken for the purpose it is provided in the NES.

9 HOURS OF WORK

9.1 Ordinary hours of work are hours worked between 5am and 6pm on a week day, Monday to Friday.

9.2 Shift Workers

Shift worker shall mean an employee, other than a day worker, working on a one, two or three shift system.

Employees who are shift workers shall in addition to their ordinary rate of pay for each shift be paid an allowance of:

- early morning shift 8%
- afternoon shift 8%
- night shift 15%

9.3 For the purpose of this Clause:

9.3.1 Early morning shift shall mean a shift finishing after 9.00am and before 12.30pm

9.3.2 Afternoon shift shall mean a shift finishing after 6.00pm and at or before midnight.

9.3.3 Night shift shall mean a shift finishing subsequent to midnight and at or before 8.00am.

The ordinary working hours of shift workers shall not exceed an average of:

- (a) 38 per week; or
- (b) 76 in 14 consecutive days; or
- (c) 114 in 21 consecutive days; or
- (d) 152 in 28 consecutive days.

9.4 Notwithstanding the spread of hours prescribed for day workers by sub clause 9.1 of this clause, the Company and the employee representatives which may include the union(s), parties to this Agreement, may implement mutually agreeable shift work provisions in any work unit to meet the circumstances of that work unit.

9.5 Notwithstanding anything elsewhere contained in this clause the start time of shift workers may be varied by the Company with seven days notice, or otherwise with the Agreement of the majority of employees in the work unit for the purposes of meeting the Company's needs.

9.6 Rostering Principles

9.6.1 A weekly roster for weekly employees will be prepared by the Company specifying the daily commencing/finishing time of ordinary working hours for employees as well as defining the work area.

9.6.2 The roster will be communicated by posting it in an accessible place, such as near the time clock.

9.6.3 The Company will not alter the roster of the ordinary hours except as follows:

(a) By providing 48 hours notice for a minor change such as alteration of start/finish times by not more than 2 hours or alteration of work area

(b) By providing 7 days notice of a major change of start/finish times of greater than 2 hours or alteration of ongoing start/finish times or shift changes

(c) By mutual agreement with individual employees should changes be required due for operational reason such as, but not limited to, equipment break downs, availability of raw materials (including milk) or changes in customer orders or demand

9.6.4 Alterations to rosters will be communicated via posting an altered roster (replacing the original) as well as by verbal communication, in person or via phone conversation or phone message

9.6.5 An employee who is genuinely disadvantaged by any such changes to the hours of work and/or shift changes should advise the Company of their individual circumstances for consideration by the Company.

10. MEAL BREAKS

10.1 All workers shall be allowed thirty minutes for an unpaid meal break between the 3rd and 5th hour of work on each working day for the purpose of taking a meal. Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.

10.2 Not more than five hours shall be worked without a break for a meal or interval for crib

11. REST PAUSES

- 11.1 A rest pause of 15 minutes during the first part of the shift or during the second part of the shift shall be allowed each employee.
- 11.2 An employee who is called upon to work for more than two hours after or before his/her normal ceasing time shall be allowed 15 minutes as a rest pause, which shall be taken immediately after their normal ceasing time.
- 11.3 Rest pauses shall be taken at such times as may be mutually arranged between the Company and the employees concerned, and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- 11.4 Rest pauses shall be counted as time worked and shall be paid for as such.

In lieu of the above arrangements, the Parties may agree upon an alternative arrangement.

12. WAGES

- 12.1 The minimum wage rates shall increase as outlined in the table in clause 12.1 with the Initial Rate increase effective from the date of approval by the Fair Work Commission. A one off back payment (bonus) will be made within 21 days of approval by the Fair Work Commission to approximate an effective date of 01/01/2014. Note: This payment will be an approximation and advised to employees in writing prior to submission to the Fair Work Commission. Subsequent increases will apply from 1st January of each subsequent year, as listed in table 12.1 a). Further details are set out in Appendix 1.

12.1 a)

	Increase
Initial Rate	2.0%
Year 2 (From 01/01/15)	4.0%
Year 3 (From 01/01/16)	4.0%

12.2 Adults

The minimum rate of wages for adult weekly employees are set out in Appendix 1 as follows:

Probation Employee	Item 1
Production Employee	Item 2
Production Employee 2	Item 3
Production Employee 3	Item 4
Production Employee 4	Item 5
Production Employee 5	Item 6
Production Employee 6	Item 7
Production Employee 7	Item 8

12.3 Juniors

Junior employees may be employed in any work area, which is agreed between the parties. A junior employee shall be paid according to age, a percentage of the adult rate of the relevant skill level as follows:

Under 16 years of age 60%

Under 17 years of age 70%

Under 18 years of age 80%

18 years and over Adult rate

13. PAYMENT OF WAGES

13.1 All wages employees shall be paid fortnightly in the Company's time, no later than Thursday of each fortnight provided, however, that the pay period specified herein may be varied at any time by Agreement between the employees, or the employees' representatives, which may include the Union, and the Company, but at no time will the Company hold more than four days in hand.

13.2 The Company may elect to pay the employee by cheque, direct deposit to personal account by electronic funds transfer or cash.

14. ALLOWANCES

Not Applicable

15. 38 HOUR WEEK

Subject to Clause 9 - Hours of Work, the Company may implement the hours provision in one of the following ways:

- 15.1 One day off after 19 days:
- 15.2 The Company may require employees to work up to 8 ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which shall fall due after 19 ordinary week days, Monday to Friday, including paid public holidays, paid personal/carer's leave days, paid compassionate leave, and paid jury service, subject to the following conditions and limitations;
- 15.3 The day off shall be on a fixed roster basis, unless otherwise agreed between the Company and the employees in the work unit concerned. Payment for the day off will be the basis of 0.4 hours for each day worked. For payment purposes "a day worked" shall include paid personal/carer's leave, paid public holidays, paid jury service, paid compassionate leave but shall not include annual leave, an extended period of absence on workers' compensation, long service leave, unpaid sick leave or unpaid leave.
- 15.4 An employee on planned leisure time off which coincides with a stand down, shall be paid for the credit of leisure time which was rostered off.
- 15.5 In the event of sickness occurring on pre-arranged leisure time, no sick leave deductions will be made, however the employee shall be paid the leisure payment for that day.
- 15.6 For the purposes of leisure time all allowances (except shift work allowances) shall be paid as actually worked.
- 15.7 All accrued credits as a result of the 0.4 hours credit towards leisure time will be paid out on the termination of each employee's employment.
- 15.8 Payment for a public holiday which falls on a rostered day off or a short day will be for the ordinary hours the employee would have received had he/she been at work on that day. The rostered day off or short day may be rescheduled by agreement between the Company and the majority of employees in the work unit.
- 15.9 Where the Company and the employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this sub clause, may accumulate to a maximum of four days. These accumulated days may be taken at any time mutually agreed between the Company and employee. Or with the agreement of the parties a total of five days may be cashed out in a twelve month period.

15.10 Other agreed methods of implementation.

15.11 The Company and the employee's representatives, which may include the union(s) may agree upon a different method of implementation which may apply to various groups of employees or all employees in a department or section which is consistent with these principles including averaging of hours over an agreed roster period.

16. OVERTIME

16.1 All time worked outside the ordinary rostered working hours shall be overtime, and shall be paid for at the rate of time and one half for the first two hours and double time thereafter; provided that a shift worker called upon to work on a rostered day off, other than Sunday, or a day worker on a five-day week, Monday to Friday inclusive, called upon to work on Saturday shall be paid time and one-half for the first two hours and double time thereafter for work on such rostered day off or Saturday respectively.

16.2 Employees are required to work reasonable overtime.

16.3 An employee who is directed and does attend to work overtime at the hours required by the Company on Saturday, Sunday, his/her rostered day off, 25 December or Good Friday shall be paid a minimum of four hours at the appropriate rates of pay outlined in this Agreement.

16.4 Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.

16.5 An employee who is called back to work overtime after leaving the Company's premises (whether notified before or after leaving the premises), shall be paid a minimum of four hours at double time.

16.6 Rest Period After Overtime

When overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours (or ordinary shift length) off duty between those times shall, subject to this sub clause, be released after completion of such overtime until he/she has had 10 consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Company such as employee resumes or continues work without had such 10 consecutive hours (or ordinary shift length) off duty, shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he/she has had 10 consecutive hours (or ordinary shift length) off duty

without loss of pay for ordinary working time occurring during such absence.

- 16.7 The requirement to have a 10 consecutive hour rest period after overtime may be varied by mutual agreement between the employee and the Company.

17. SATURDAY AND SUNDAY WORK

- 17.1 All time worked on Saturday which is not overtime, shall be paid for at the rate of time and one-half.
- 17.2 All time worked on Saturday, which is overtime, shall be paid for in accordance with Clause 16 - Overtime, of this Agreement.
- 17.3 All time worked on Sunday which is not overtime, shall be paid for at the rate of double time.
- 17.4 All time worked on Sunday which is overtime, shall be paid for at the rate of double time.
- 17.5 Any employee who is directed and does attend for duty on Sunday at the hours required by the Company and which is not included in his/her ordinary rostered hours of the week, shall be paid a minimum of four hours at the appropriate rate of pay.

18. MIXED FUNCTIONS

Not Applicable

19. HOLIDAYS

- 19.1 Employees shall be entitled to the following public holidays without loss of pay:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day , Boxing Day .

- 19.2 Payment for working on a Public Holiday will be at the rate of double time and a half except for Christmas Day and Good Friday which will be paid at the rate of triple time.
- 19.3 Any employee, other than a casual employee, who is directed and does attend for duty on a holiday, at the hours required by the Company, and which is not included in his/her ordinary rostered hours for the week shall be paid a minimum of four hours at the appropriate rate of pay for each holiday worked.

20. ANNUAL LEAVE

Annual leave rights and entitlements are those set by the relevant annual leave provisions of the Fair Work Act 2009 – Division 6, Annual Leave.

20.1 Entitlement:

- 20.1.1 All employees, other than casuals, are entitled to four (4) weeks' annual leave for each year of continuous service with the employer.
- 20.1.2 An employees is entitled to 5 weeks annual leave or pro rata of the additional week for an incomplete year of service as a shift worker, where the employee is a 7 day shift worker, defined as an employee who works on shifts worked continuously 24 hours a day 7 days a week and is regularly required to work Sundays and Public Holidays.
- 20.1.3 An employee's entitlement to annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 20.1.4 An employee receives their ordinary pay for the period of annual leave taken.
- 20.1.5 An annual leave loading of 17.5% shall be paid at Christmas each year
- 20.1.6 On termination of employment accrued annual leave and annual leave loading will be paid.
- 20.1.7 The company may temporarily close down their business once annually and instruct employees to take any leave due for that period. A month's notice of the close down must be given to affected employees. Any employee not having leave entitlement must take leave without pay for the balance of the close down period.
- 20.1.8 Leave in advance of entitlement may be granted at the company's discretion.

20.2 Annual Leave during Peak Periods

- 20.2.1 The parties agree that during peak periods approval for annual leave may be limited but will ensure that a fair and reasonable system will be put in place.
- 20.2.2 This may include but not be limited to:
 - Training and up-skilling of additional key personnel.
 - Roster Systems.
 - Advanced periods of notice being given to the Company to ensure staffing levels are met.

20.3 Cashing Out Annual Leave

- 20.3.1 An employee may elect, (subject to the conditions set out in sub-clause 20.3.2, 20.3.3 and 20.3.4), to forgo some of their accrued annual leave and receive payment instead of taking that annual leave. The amount of annual leave that an employee can forgo and receive payment in a 12-month period is an amount up to 1/26 of the nominal hours worked by the employee in the 12-month period. (For a full-time employee this would be 10 days.)
- 20.3.2 An employee must be left with an annual leave balance of at least 4 weeks after cashing-out has occurred.
- 20.3.3 To make an election, the employee must give the Company a notice in writing. The notice must be in a form acceptable to the Company. The Company will consider the employee's election and the Company may authorise the employee to forgo the amount of annual leave. It is the preference of the company for Annual leave to be taken as blocks of leave rather than single days or the alternative of being paid out.
- 20.3.4 If the Company authorises an employee to forgo an amount of annual leave, the Company will pay the employee within 14 days of the Company's authorisation the amount of pay the employee is entitled to receive in lieu of the amount of annual leave. Pay in this clause means the employee's basic periodic rate of pay. i.e. the hourly rate of pay for the number of hours forgone.

21. LONG SERVICE LEAVE

Long Service Leave entitlements shall be as per the NSW *Long Service Leave Act 1955*.

22. PERSONAL/CARER'S LEAVE

- 22.1 All employees, other than casual employees are entitled to paid personal/carer's leave as outlined in the National Employment Standards (NES)
- 22.2 Notice and Evidence
 - 22.2.1 When taking personal leave (including carer's leave), an employee must let their supervisor know as soon as possible and preferably no later than 1 hour prior to the commencement of their shift that they are unable to work. Employees can also leave a message on the after hours answering machine.
 - 22.2.2 The employee must also advise the period of leave or expected period of leave.

22.2.3 The company is entitled to ask for evidence that would substantiate the reason for the leave. The employee is not entitled to leave if the employee does not provide:

a) Notice (as soon as practicable), and

b) Evidence (when requested) that would satisfy a reasonable person

22.2.4 The company will ask for a certificate from a duly certified practitioner for an absence of 2 consecutive days or more or after or before a public holiday or annual leave day or where leave has been excessive or occurring in a regular pattern.

22.3 An employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to workers' compensation, provided however, that the company shall pay to such an employee, if the employee so requests, and who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation and full pay. If the company pays such difference the employee's sick leave entitlement under this clause shall, for each week during which such difference is paid be reduced by that proportion of thirty eight hours which the difference paid, bears to full pay.

22.4 Payment for personal/carer's leave

During a period of paid personal/carer's leave the employee will be paid for each hour of absence at the base rate for the ordinary hours that they would have worked during the period of leave.

23. COMPASSIONATE LEAVE

An employee is entitled to a period of compassionate leave for each occasion when a member of the employee's immediate family or household or the employee's near relative or other relative as outlined in the National Employment Standards (NES)

24. PARENTAL LEAVE

Parental leave will be in accordance with the Fair Work Act and National Employment Standards.

25. COMMUNITY SERVICE AND DISASTER LEAVE

The Company shall, during times of necessity, allow employees belonging to volunteer organisations to take community service leave. For the purposes of this clause, this may include but not be limited to fire fighters, SES volunteers and CMR volunteers. This leave shall be without loss of pay not otherwise provided by the relevant organisation. Access to this leave shall be subject the prior approval of the employee's supervisor and written evidence shall be provided by the employee to the Company for each period of absence. Such community service leave will be limited to no more than 5 days of paid leave per annum.

26. UNPAID LEAVE

- 26.1 Full time employees may apply for unpaid leave for any purpose provided that they may not seek or be engaged in employment during an unpaid leave period.
- 26.2 Unpaid leave will be granted in situations where the employee is required to take extended time off work to cope with a personal or family matter. The Company may require evidence of the reason for the leave.
- 26.3 Employees proceeding on unpaid leave may elect to have their leave accruals frozen until their return to work; or they may elect to cash out a portion of their annual or long service leave the commencement of the unpaid leave.

Application for unpaid leave must be made to the relevant supervisor and will require approval from the site Manager.

27. JURY SERVICE

Employees attending for jury duty will be paid in accordance with the National Employment Standards (NES)

28. SUPERANNUATION

- 28.1 The Company shall, for each employee, contribute the appropriate percentage of the employee's ordinary weekly earnings as required by the *Superannuation Guarantee (Administration) Act 1992* to a fund, nominated by the employee:
 - a) The Company Employees Superannuation Fund
 - b) Meat Industries Employees Superannuation Fund
 - c) Food Industry Superannuation Trust
 - d) Employee nominated fund

The percentage of contributions is as per statutory requirements.

28.2 Definition - Ordinary Earning

“Employee's ordinary weekly earnings” means the Agreement classification rate including any over-award, supplementary payment and shift premium components.

- 28.3 Employees shall have the option to make additional re-tax contributions to the employee nominated superannuation fund through a salary sacrifice arrangement.

29. ACCOMMODATION

Not applicable

30. UNIFORMS

Not applicable

31. DISPUTE SETTLEMENT PROCEDURE

- 31.1 A procedure for the avoidance of industrial disputes shall apply in establishments covered by this agreement.
- 31.2 The objectives of the procedure shall be to promote the resolution of disputes by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 31.3 A group of employees, or an individual employee, with any problem, complaint, query, misunderstanding or grievance, shall first raise the matter with the Supervisor of the work area. The Supervisor will make every effort to respond within 24 hours.
- 31.4 In the event that the matter remains unresolved, the employees shall then refer the matter to the Manager of the work area who will attempt to resolve the matter. The employee may request that a representative or support person attend the meeting with the Manager. The Manager will make every effort to respond within 24 hours.
- 31.5 In the event of failure to resolve the matter at job level, discussions will take place between the employee and a Senior Manager on the site. The employee may request that a representative or support person attend.
- 31.6 If the matter is still unresolved, the employee will confer with Senior Management of the company. The employee may request that the Union Secretary or his/her representative attend a representative or support person attend the meeting
- 31.7 In the event of no agreement still being reached, the dispute will be referred to the Fair Work Commission (FWC) for conciliation and /or arbitration.
- 31.8 The Fair Work Commission may deal with the dispute in 2 stages
 - 31.8.1 The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.
 - 31.8.2 If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - a) Arbitrate the dispute, and
 - b) Make a determination that is binding on the parties, subject to the

normal rights of appeal.

- 31.9 While the parties are trying to resolve the dispute using the procedures in this term:
- 31.9.1 During the discussions, the "status quo" shall remain and work shall proceed normally in accordance with the 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.
 - 31.9.2 An employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - 31.9.3 An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 31.9.4 The work is not safe; or
 - 31.9.5 Applicable occupational health and safety legislation would not permit the work to be performed; or
 - 31.9.6 The work is not appropriate for the employee to perform; or
 - 31.9.7 There are other reasonable grounds for the employee to refuse to comply with the direction.
- 31.10 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.
- 31.11 It is noted that the Parties would expect genuine safety issues to be resolved as a matter of urgency and that unsafe work obviously would not proceed.

32. DISCIPLINARY PROCEDURE

32.1 General policy

Disciplinary procedures are directed towards ensuring all employees comply with Company policies and expectations. They are designed to correct and/or improve employee behaviour to achieve a high quality, safe and efficient work environment. Employees may be disciplined through the following methods:

- a) Counselling
- b) Written warning, including a final written warning
- c) Termination

The individual circumstances of each case will determine the level of discipline required and it is not necessary that all of the above methods be undertaken before termination is considered. For example, an employee who is found to have engaged in serious misconduct may be terminated without any prior warnings.

32.2 Application

The disciplinary procedures should be applied:

Promptly- with a minimum of delay

Consistently- regardless of who is involved

Objectively - focusing on the behaviour, not the employee.

32.3 Procedural Fairness

At any stage during the disciplinary process, the employee will be entitled to have a support person present if so requested.

The decision to terminate an employee will only be made after consideration of all the factors involved and in accordance with the Fair Work Act 2009

33. CONSULTATIVE MECHANISM

The Hexham Site shall establish a consultative mechanism and procedures appropriate to its size, structure and needs for consultation and negotiation on matters affecting its efficiency and productivity.

34. CONSULTATION & REDUNDANCY

34.1 Where the Company has made a definite decision to introduce a major workplace change to production, program, organisation, structure or technology that is likely to have a significant effect on employees, the Company must notify the employees who may be affected by the decision and their representatives.

A major workplace change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees;
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees;
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- (d) the alteration of hours of work which includes a change to the regular roster or ordinary hours of employees;

- (e) the need to retrain employees;
- (f) the need to relocate employees to another workplace; and
- (g) the restructuring of jobs

The Company agrees to supply in writing and explain, reasons for the terminations, measures taken to avoid or minimise terminations and measures undertaken to support affected employees, including the expected termination date. Provided that the Company will not be required to disclose confidential information, the disclosure of which would be detrimental to the Company's interest.

- 34.2 The Parties agree that there is a positive obligation for an employee not to unreasonably refuse to accept an offer of alternative employment, transfer, relocation, reclassification, or retraining in the interests of continued employment within the Company. An employee who fails to accept a reasonable offer of alternative employment, transfer, relocation, reclassification, or retraining, will not be entitled to any form of redundancy payment under this clause or otherwise.
- 34.3 The redundant employee will receive the benefits of the Redundancy Agreement if they remain employed until the date of termination advised by the Company and if their employment does not terminate on or prior to the advised termination date due to misconduct, abandonment of employment, prolonged absenteeism, neglect or refusal of duty or voluntary resignation by the employee for any reason.
- 34.4 A "weeks pay" in the redundancy Agreement means the ordinary time rate of pay for the employee concerned. A "weeks pay" excludes overtime, all allowances and any other payments.
- 34.5 In the event of redundancies, employees will be chosen according to their skill level and production requirements of the Company.
- 34.6 The "Redundancy Agreement" provides benefits to those employees with 12 months continuous service as follows;
 - a) Notice or payment in lieu of notice as detailed in the National Employment Standards (NES)
 - b) A severance payment based on the details in the following table

Number of years continuous service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 year but less than 3 years	6 weeks
At least 3 year but less than 4 years	7 weeks
At least 4 year but less than 5 years	8 weeks
At least 5 year but less than 6 years	10 weeks
At least 6 year but less than 7 years	11 weeks
At least 7 year but less than 8 years	13 weeks
At least 8 year but less than 9 years	14 weeks
At least 9 year but less than 10 years	16 weeks
At least 10 years	12 weeks

- c) When an employee has advised a retirement date and their position becomes redundant, the severance payment will not exceed the ordinary pay which the employee would have earned if their employment with the Company had proceeded until the employee's advised retirement date on the existing rate of pay.
- d) Long service leave payments in accordance with the provisions of NSW Long Service Leave legislation.
- e) Payment of any accrued but untaken RDO's.

34.7 The provisions in this clause remain in force for the life of the Agreement after which time it continues until renegotiated between the Company and the majority of employees (and their representatives, if requested by the employees).

35. NO EXTRA CLAIMS

Not Applicable

36.UNION RECOGNITION

The company recognises the right of the Australasian Meat Industry Employees Union Newcastle & Northern Branch to represent their members. .

37. TRADE UNION TRAINING

A pool of (2) days in total, without loss of ordinary pay, in any one calendar year will be allowed for up to two Union delegates to attend Company approved Trade Union Courses at an agreed time. Applicable certificates of attendance and training course outline are required as a minimum to qualify for Company approved training status. A request or leave is to be made one month in advance unless mutually agreed. This leave is to be non accumulative.

38. LEAVE TO ATTEND UNION BUSINESS

The company will grant leave without loss of pay to Union Delegates to attend to Union business on site (for the purpose of dealing with complaints or for dispute resolution) and grant unpaid leave to attend union business off site relating specifically to matters relating to the Company or Union members of the Company, such as industrial tribunal hearings. Off site, unpaid leave requires the prior permission of site Management

39. PAY ROLL DEDUCTIONS

The company shall make payroll deductions as requested by employees on a fortnightly basis.

APPENDIX 1 - MONETARY RATES

Table 1 – Adult Wage Rates [weekly] for the site Group –

Item	Clause	Description	Previous Rate	Initial Rate
1	12	Probation Employee	640.30	653.11
2	12	Production Employee 1	661.08	674.31
3	12	Production Employee 2	698.82	712.80
4	12	Production Employee 3	728.55	743.12
4	12	Production Employee 4	763.02	778.28
6	12	Production Employee 5	787.96	803.72
7	12	Production Employee 6	816.16	832.48
8	12	Production Employee 7	858.80	875.98

APPENDIX 2 - CLASSIFICATION STRUCTURE

0 Probation Employee

All new employees during first three months of employment while under training.

i. Production Employee 1 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade.

- a. Cleaning Duties including offices and amenities
- b. General Processing/Packing Assistant, responsible for assisting Production Employee 2 (or above) in performance of their duties including:
 - Cut & Wrap cheese cutting/preparation
 - Cottage cheese filler assistant/gopher
- c. General Packer (with competency in one or two packing operations) including:
 - Cottage cheese packing
 - SCM packing
 - Cut & Wrap cheese packing
 - Sour Cream filling & packing

ii. Production Employee 2 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained and competent under Production Employee 1.

- a. Multi Skilled Packer (with competency in three or more packing operations as detailed in Production Employee 1)
- b. General Plant Operator (with competency in one or two packing line machine or process operations) including:
 - Cottage cheese packing machine Operation (eg Involve)
 - Cottage cheese filler operation – Basic
 - Cottage cheese filler operation – Advanced
 - SCM filler operation - Basic
 - SCM filler operation - Advanced
 - Cut & Wrap Ulma operation
 - Milk intake and CIP cleaning

- c. Perform the functions of a Production Employee 1 with a higher degree of skill, competence, knowledge, problem solving ability and with less Supervision than expected of a Production Employee 1.
 - iii. Production Employee 3 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained and competent under Production Employee 1 and 2
 - a. Multi Skilled Plant Operator (competency in three or more packing line machine or process operations, detailed in Production Employee 2)
 - b. Despatch Forklift Operator with competency in forklift operation, despatching and loading procedures
 - c. Perform the functions of a Production Employee 2 with a higher degree of skill, competence, knowledge, problem solving ability and with less Supervision than expected of a Production Employee 2.
 - iv. Production Employee 4 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained and competent under Production Employee 1, 2, and 3.
 - a. Specialist Plant Operator, competency in at least one of the following plant operations including:
 - Cheese milk pasteurisation and cheese making
 - Cream separation and pasteurisation, and cheese dressing batching and pasteurisation
 - Cottage cheese cooling and blending
 - SCM/evaporator processing
 - b. General Laboratory Technician
 - c. Perform the functions of a Production Employee 3 with a higher degree of skill, competence, knowledge, problem solving ability and with less Supervision than expected of a Production Employee 3.
- iv. Production Employee 5 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained and competent under Production Employee 1, 2, 3 and 4.
 - a. Multi Skilled Specialist Plant Operator 1 (Competent to operator two or more special plant operations as listed in Production Employee 4)
 - b. Multi Skilled Laboratory Operator (Perform a wide range of laboratory testing

including chemical, microbiological and grading tests)

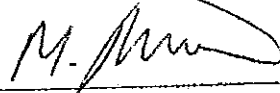
- c. Perform the functions of a Production Employee 4 with a higher degree of skill, competence, knowledge, problem solving ability and with less Supervision than expected of a Production Employee 4.

- v. Production Employee 6 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained and competent under Production Employee 1, 2, 3, 4 and 5.
 - a. Multi Skilled Specialist Plant Operator 2 (Competent to operator three or more special plant operations as listed in Production Employee 4)
 - b. Perform the functions of a Production Employee 5 with a higher degree of skill, competence, knowledge, problem solving ability and with less Supervision than expected of a Production Employee 5.

- v. Production Employee 7 is an employee appointed by the Company to this grade who shall be required to perform any one or more of the functions within this grade and may be required to perform any of the duties for which they are trained and competent under Production Employee 1, 2, 3, 4, 5 and 6.
 - a. QA Technician
 - b. Qualified Trainer
 - c. Perform the functions of a Production Employee 6 with a higher degree of skill, competence, knowledge, problem solving ability and with less Supervision than expected of a Production Employee 6.

SIGNATURES OF PARTIES

Signed on behalf of
Brancourt Staff Pty Ltd:



Date:

22/4/2014

Witness:



Australasian Meat Industry
Employees Union
(Newcastle and Northern Branch):



Date:

1-15/2014

Witness:

