



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Wingham Beef Exports Pty Limited
(AG2014/6981)

WINGHAM BEEF EXPORTS PTY LIMITED ENTERPRISE AGREEMENT 2014

Meat Industry

SENIOR DEPUTY PRESIDENT HARRISON

SYDNEY, 8 AUGUST 2014

Application for approval of the Wingham Beef Exports Pty Limited Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Wingham Beef Exports Pty Limited Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] Clause 22 of the Agreement (Consultation and Introduction of Change) does not fully meet the requirements of ss.205(1) and 205(1A) of the Act. Pursuant to s.205(2), the model consultation term is taken to be a term of the Agreement. A copy of the model term is attached at Annexure A.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Australasian Meat Industry Employees Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. As required by s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved. In accordance with s.54(1) it will operate from 15 August 2014. The nominal expiry date of the Agreement is 24 June 2018.



SENIOR DEPUTY PRESIDENT

Annexure A

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
relevant employees means the employees who may be affected by a change referred to in subclause (1).

WINGHAM BEEF
EXPORTS Pty Limited

Enterprise Agreement 2014

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

PART 1 - APPLICATION & OPERATION OF AGREEMENT

1 *AGREEMENT TITLE*

This Agreement shall be known as the Wingham Beef Exports Pty Limited Enterprise Agreement 2014 ("Agreement").

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3 **DEFINITIONS & INTERPRETATION**

- 3.1 "Act" shall mean the *Fair Work Act (CTH) 2009*.
- 3.2 "Additional Day" shall mean a day or part of a day on which an employee elects to work in addition to the ordinary hours of work the employee is required to work for the payment of their relevant Weekly Wage Rate.
- 3.3 *Average rate of Pay*: shall be calculated annually and will be based on the average earnings for Ordinary Hours during the preceding financial year or part therefor if employment commenced during that period. It will not include allowances, bonuses, or other such payments. Note: *average rates of pay* shall not fall below the National Minimum Wage.
- 3.4 "Company" shall mean Wingham Beef Exports Pty Limited.
- 3.5 "Double Time" shall mean the Ordinary Hourly Rate for the appropriate level pursuant to clause 3.10 of this Agreement increased by 100%.
- 3.6 "Employee/employee" shall mean an employee bound by this Agreement.
- 3.7 "Employee representative" shall mean an employee from the Consultative Committee.
- 3.8 "Employer" shall mean Wingham Beef Exports Pty Limited.
- 3.9 "FWC" shall mean the *Fair Work Commission*.
- 3.10 "Ordinary Hourly Rate" shall mean the Weekly Wage Rate for the appropriate level pursuant to clause 24 of this Agreement divided by 40 for 5 days X 8 hours to achieve a 2-hour RDO leave weekly accrual for employees(i.e. other than daily hire employees).
- 3.11 "Ordinary Hours of Work" shall mean:
The Actual Working Time (AWT) worked in a standard 8 hour or 10 hour shift and is inclusive of a 15 minute paid break.
- For a full time employee the number of hours which the employee is required to work each week for the payment of the Weekly Wage Rate.
- For a part time, job share or casual employee it shall mean the number of hours which the employee is required to work each week for the payment of the relevant proportion of the Weekly Wage Rate applicable to their employment status.
- 3.12 "Pieceworker:" a pieceworker is engaged in Slaughtering, Boning or Slicing duties and is paid at constant unit rates (refer to Clause 30.6) and is not paid as a time worker. Wage rates referenced do not include allowances, bonuses or other such payments. Leave payments are paid at the average rate of pay calculated annually on the average of the ordinary hours earned in the preceding year.
- 3.13 "Probationary period" shall mean period of six months actually worked from the employee's commencement date.
- 3.14 "Shortage of Stock": are non-production days, created by circumstances outside the Company's control, where cattle are not available due to inclement weather, seasonal factors and/or associated events. Employees should access accrued RDO leave on such events.

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- 3.15 *"Time and One Half"* shall mean the Ordinary Hourly Rate for the appropriate level pursuant to clause 3.10 of this Agreement increased by 50%.
- 3.16 *"Union"* shall mean The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.
- 3.17 *"Weekly Wage Rate"* is the relevant weekly wage rate provided for in clause 24 of this Agreement. Those rates incorporate all award, over award and non-award payments which might otherwise be payable.
- 3.18 *"Week"* shall mean Monday to Sunday inclusive.
- 3.19 *"Year"* shall mean the twelve (12) month period from the date this Agreement is approved by a majority vote by employees covered by this Agreement and the anniversary date thereafter.

4 AIMS

- 4.1 The objectives of this Agreement are:
 - 4.1.1 to establish a profitable and enduring enterprise through the efficient and effective provision of high quality product for the benefit of the employees, the shareholder, the Company's customers and the community;
 - 4.1.2 to establish a profitable business as the provider of product of the highest quality to the Company's customers; and
 - 4.1.3 to develop a workforce with the skills to enable the Company to provide these products on a consistent basis in order to help expand the enterprise's opportunities.
- 4.2 The Company and its employees acknowledge that an essential factor in these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Company so as to ensure the employees are committed to their jobs and the success of the enterprise. The parties agree that the achievement of these working relations and commitments requires;
 - 4.2.1 that employees be involved in the making of decisions in their work areas;
 - 4.2.2 that employees have the opportunity to achieve their full potential within the context of the enterprise;
 - 4.2.3 the employees benefit from the success of their efforts;
 - 4.2.4 the willingness of employees to accept flexibility of jobs and duties across the Company, subject to individual skills or abilities to perform particular tasks, to eliminate demarcation problems; and
 - 4.2.5 the willingness of employees to avoid any action which might disrupt the continuity of the delivery of product or reduce the effectiveness of the Company's business.

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4.3 Focus on Food safety Processing and Quality

- 4.3.1 Wingham Beef Exports Pty Limited is a leading meat processing company and has attained very high food safety and quality standards and has been instrumental in securing export registration to major world destinations – USA; Canada; Asia and Europe.
- 4.3.2 The company operates its business on a fee-for-service basis, the consequence of this is that its existence depends solely on our ability to meet or exceed our customers' expectations. This means that we must meet all food safety and quality standards in addition to specific customer requirements, and we must do so at a competitive price. This requires a strong commitment from management and all employees to do their job as required.
- 4.3.3 This Agreement strives to lift the standards even higher and in so doing, further enhance the reputation of the business.

4.4 To ensure the objectives of this Agreement are met, the parties agree that the following measures form an integral part of the Company's operations:

- 4.4.1 the Company and its employees will constantly seek improvements in safety, work organisation, quality, and any other areas which will enhance the quality of the working environment and the effectiveness of the Company's operations;
- 4.4.2 the avoidance of any action which disrupts or impedes delivery of product by the prompt resolution of employee concerns through effective communication and the agreed processes of consultation and grievance handling;
- 4.4.3 the training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the enterprise;
- 4.4.4 the undertaking of work in a flexible and efficient manner;
- 4.4.5 the development of working relationships between employees and management to promote mutual trust, open communication of relevant information and ideas, and cooperation generally;
- 4.4.6 the maintenance of standards of conduct and attendance necessary to ensure a safe and efficient operation;
- 4.4.7 the implementation of a system of remuneration which gives encouragement to employees to improve their skills, abilities and performance in line with the operational needs of the enterprise.

4.5 Anti-Discrimination

It is the intention of the parties to achieve the principle object of Sec 3 e of the Fair Work Act, 2009, by helping to prevent discrimination based on race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

5 *DATE & PERIOD OF OPERATION*

This Agreement shall take effect from the pay week commencing Monday 23rd June 2014, as agreed by the parties. It shall continue in force for a period of four years after that date – expiring in 24th June 2018 - with subsequent wage adjustments effective on or after the first full pay period of the anniversary of the commencement date.

The Consultative Committee, representing parties to the Agreement, will remain active during the life of the Agreement and parties will commence negotiations in good faith and without prejudice not later than 2 months prior to the expiry date of the Agreement for the renewal or replacement Agreement. If this does not occur a general meeting with Consultative Committee members will take place to explain why.

6 *APPLICATION OF AGREEMENT*

This Agreement is binding on the Union, its Officers and its members, and on Wingham Beef Exports Pty Limited, in respect of all its employees employed at its Meat Processing Plant at Gloucester Road, Wingham, and its Cold Store and Rendering Plant at Rodeo Drive, Macksville, and for whom rates of pay and employment conditions are contained herein, whether such employees are members of the Union or not. This Agreement applies in substitution for all prior agreements, determinations or awards covering the said employees at any time during the operation of this Agreement.

7 *NO EXTRA CLAIMS*

It is agreed by the parties that up to the nominal expiry date of this Agreement:

- 7.1 No party to this Agreement and no employee covered by this Agreement will make or pursue any claims against the employer for wages or conditions of employment in excess of those provided in this Agreement.
- 7.2 The employees will not seek any changes to conditions of employment.
- 7.3 It is acknowledged that by operation of s417 of the Fair Work Act, (CTH) 2009 no party to this Agreement and no employee covered by this Agreement is permitted to organise or engage in Industrial Action between the date when this Agreement comes into operation and its nominal expiry date.
- 7.4 Neither the employees, nor any party to this Agreement, will engage in protected action pursuant to s417 of the Fair work Act, (CTH) 2009, in relation to the performance of any work covered by this Agreement.

PART 2 - COMMUNICATION, CONSULTATION & DISPUTE RESOLUTION

8 CONSULTATIVE COMMITTEE

8.1 Name of Committee:

Wingham Beef Exports Consultative Committee

8.2 Membership

The consultative committee for the Wingham Plant shall have a membership of: Union delegate or co-delegates, up to four employee representatives and four management representatives; whilst the Macksville Plant shall have up to one Union delegate and one employee representative and two management representatives.

8.2.1 Employee representatives:

Employee representatives will be elected representatives to ensure that the employee member is a true representative of the employees. The employee representatives represent the employees.

Any employee may be nominated by at least one employee, and at least one seconder. Any employee nominated shall have the right to accept or decline such nomination.

8.2.2 Employer representative

Employer representatives will be nominated by management.

8.2.3 Replacement representatives:

If an employee representative is unable to attend a meeting then the person who came next in the election for employee representative shall attend in their stead.

If an employer representative is unable to attend then a person nominated by the employer shall attend in their stead.

In the event of a member's inability to attend a committee meeting, it is that member's responsibility to ensure that their replacement is fully informed on all pertinent matters relating to the committee's activities and advise the chairperson of the replacement.

If a replacement member is present at a full committee meeting, they will take no part in decision making and will not have a right to vote.

8.2.4 Replacement of Members

Employee representatives will be elected representatives to ensure that the employee member is a true representative of the employees.

Employer representatives will be nominated by Management.

Replacement of members should not be more than two at any one time, and should be staggered to ensure the continuity of the committee.

8.2.5 Sub Committees

Special purpose sub committees or working parties may be appointed from time to time, by the committee, to collect information, assess issues and provide reports to the committee.

8.2.6 Confidentiality

It is to be realised that confidential and/or sensitive information may need to be dealt with during the meetings for the effective resolution of problems. Management will alert members as to the degree of confidentiality to be given to any such items as may be required. Each committee member is obliged to respect and keep this confidentiality.

8.2.7 Training for Members

Training will be provided by the Company or the Union to members of the consultative committee as deemed necessary by the committee and management to better equip members to meet their commitment and responsibilities to the objective of the committee. Amendments to these guidelines which become necessary in the light of experience will be dealt with through the committee.

8.2.8 Chairperson

The position of chairperson shall be filled by a person elected by committee members.

8.2.9 Secretary

The position of secretary shall be filled by a person elected by committee members.

8.3 Meetings

The Consultative Committee will remain active during the term of this Agreement and will meet on a 3 monthly basis to address any issues that may arise. These meetings may not require the full Consultative Committee to meet but may be limited to those members of the Consultative Committee to whom the specific issue relates.

8.4 Voting

It is preferable that issues be resolved by consensus, however should it be necessary to cast a vote, employee representatives shall only cast equal votes to those cast by the employer representatives

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8.5 Agendas and Information

The chairperson shall co-ordinate the preparation of the agenda. The agenda for a meeting is discussed at the previous meeting.

The agenda with supporting information shall be distributed in sufficient time prior to a meeting, for representatives to be able to discuss the items with their members.

8.6 Minutes of Meetings

Minutes shall be circulated to the union delegate/s and management for verification prior to posting on works notice boards.

Every effort shall be made to have minutes publicised within a week.

8.7 Support Provided for Committee by Management

Employee representatives and the Union delegate or co-delegates shall have access to appropriate resources to perform their duties such as access to a telephone, photocopier, meeting room and cabinet.

Employee representatives shall be given reasonable opportunity during working hours to communicate with employees. Inter-section courtesy and common sense should prevail.

Nothing in this clause shall permit union officials to conduct meetings during the employees' paid working hours without permission by the employer.

8.8 Agreements Entered Into

Any Agreements entered into and signed by the Consultative Committee and/or Union Delegate or co-delegates and the employer, shall be binding on the parties, provided that no Agreement shall have the effect to the extent that it operates to reduce any term or condition of employment covered by this Agreement, and provided further that such Agreements shall not contain matters which are prohibited by the Act from being contained in an Enterprise Agreement.

9 ***DISPUTES PROCEDURE***

9.1 If a dispute relates to:

9.1.1 a matter arising under this Agreement; or

9.1.2 the National Employment Standards;

this clause sets out procedures to settle the dispute

9.2 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and the relevant supervisor/s.

9.3 For the purpose of the procedures in this clause, an employee who is a party to the dispute may appoint a representative of their choice which may include either a Consultative Committee representative, or a Union delegate.

9.4 If discussions at the workplace level do not resolve the dispute the matter must then be discussed between the Plant Manager and the Consultative Committee member or Union Representative. If the employee is a member of the Union or not, representation will be provided.

If those discussions do not resolve the dispute a party to the dispute may refer the matter to the Fair Work Commission.

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9.5 Provided discussions have taken place in accordance with clause 9.4, Fair Work Commission may deal with the dispute in two stages:

9.5.1 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; and

9.5.2 If Fair Work Commission is unable to resolve the dispute at the first stage, it may then:

9.5.2.1 arbitrate the dispute; and

9.5.2.2 make a determination that is binding on the parties.

9.5.2.3 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision that either party to the dispute may appeal to a full bench of Fair Work Commission.

9.5.2.4 The Commission may do any of the following in relation to an appeal;

9.5.2.4.1 confirm, quash or vary the decision;

9.5.2.4.2 make a further decision in relation to the matter that is the subject of the appeal;

9.5.2.4.3 refer the matter that is the subject of the appeal to a Fair Work Commission Member (other than a Minimum Wage Panel Member) and; require the Fair Work Commission Member to deal with the subject matter of the decision; or require the Fair Work Commission Member to act in accordance with the directions of Fair Work Commission.

9.5.2.4.4 the parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause without limiting the parties' lawful rights to lodging an appeal to the Full Bench.

9.6 While the parties are trying to resolve the dispute using the procedures of this clause:

9.6.1 An employee must continue to perform their work in accordance with the direction of the employer, unless they have a reasonable concern about imminent risk to their health and safety; and

9.6.2 the work is not safe; or

9.6.3 applicable occupational work health and safety legislation will not permit the work to be performed; or

9.6.4 the work is not appropriate for the employees to perform; or

9.6.5 there are other responsible grounds for the employer to refuse to comply with the direction.

10 COMPANY POLICIES

10.1 The parties to this agreement agree to observe and abide by the current Company policies and others as may be varied from time to time. Further, the Company may introduce additional agreed policies in consultation with parties to this Agreement that will also be binding on all the parties to this Agreement.

10.2 A copy of the Company Policies will be provided to each employee at Induction, prior to commencement of duties, by way of the Employee's Handbook. These Company Policies include, but are not limited to, the following:

Work Health & Safety	Drug and Alcohol
Anti-discrimination and Harassment	Use of Knives
Counselling and Discipline	Social Media
Smoking	Workplace Training Policy

PART 3 - EMPLOYER/EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP & ARRANGEMENTS

11 FORMS OF EMPLOYMENT

An employee shall be engaged as a full-time worker, part-time worker, regular daily hire or part-time regular daily hire, as a job sharer or as a casual employee.

12 FULL-TIME EMPLOYMENT

A full-time Employee is an Employee who is engaged to work for 40 hours per week, subject to stand downs and/or shortage of stock provisions.

13 PART TIME EMPLOYMENT

13.1 A part-time Employee is an Employee who works less than full-time hours of 40-hours per week.

13.1.1 Such an Employee has reasonable predicted hours of not less than 4 hours on any day; and

13.1.2 Receives, on a pro-rata basis, equivalent pay and conditions to those of a full-time employee who performs the same kind of work;

13.1.3 The terms of any agreement concerning part-time employment or any agreed variation to the terms will be in writing with a copy retained by the Employer and a copy provided to the Employee;

13.1.4 All the time worked in excess of 8 hours in any single period will be at overtime rates; unless otherwise prescribed in this Agreement.

14 REGULAR DAILY EMPLOYEE

14.1 A regular daily hire employee shall be employed by the day. Without prejudice to the provisions of this Agreement as to payment for Public Holidays, personal / carer's leave and annual leave, the employee's employment shall terminate at the end of each day on which the employee is employed.

14.2 Subject to the provisions of clause 37 – Bi-Annual Closedown Period - and notwithstanding the termination of the employee's employment at the end of each day, the engagement of a regular daily employee shall continue and the employee shall remain a regular daily employee until the employee's engagement as such is terminated, with a minimum of one day's notice, as herein prescribed.

14.3 In consideration of the rights conferred on a regular daily employee, by this Agreement, such employee shall attend and offer for employment at a place specified by the employer at the normal starting time on each ordinary working day unless notified that on a particular day the employee is not required to attend, and, if notified to attend, at such other times as the employee may be required to work pursuant to clause 35, Overtime.

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- 14.4 Subject to the rights conferred on the employer by clause 14.4.2 and clause 17.4 of this Agreement:-
- 14.4.1 A regular daily employee who has not been notified on the immediate working day before, that the employee is not required to attend for work on the following working day, and such employee has attended and offered for employment at the normal starting time on that day, and was not offered employment, shall be paid for that day an amount equal to that which the employee would have been entitled if the employee had worked their usual ordinary hours of work on that day.
- 14.4.2 The provisions of clause 14.4.1 shall not apply where circumstances arise whereby it is not practicable to notify a regular daily employee on the immediate working day before, which the employee is not required to attend for work on the following working day. In this case, even where a regular daily employee has attended and offered for employment at the normal starting time on that day and was not offered employment, the employee shall not be entitled to any payment for the day where the employer has notified the employee, as soon as is practicable having regard to all the circumstances and no later than the employee's normal starting time, that the employee will not be required to work on that day.
- 14.5 Daily hire employee's hourly wages shall be paid at either:
- 14.5.1 the appropriate Daily Hire pay scale at ordinary rates as prescribed in this Agreement in accordance with clause 24, Classifications & Wage Rates, and Clause 30.6; or otherwise
- 14.5.2 at the relevant rate of the Meat Industry Award, 2010, plus 10% daily hire loading; whichever is the higher.
- 14.6 It is the intention of the Employer, at its sole discretion, to generally engage new employees as Daily Hire employees during the life of this Agreement. Additionally, existing casual, part-time and full-time employees (other than pieceworkers or Wirrimbi Renderers) shall have a once-only opportunity during the life of this Agreement to permanently reclassify as a daily hire employee should they so request.
- 14.7 Parties to this Agreement determine that Regular Daily Hire employees shall work the daily equivalent of 38 hours per week at ordinary hours; plus the daily equivalent extra hours up to 40 hours per weekly shift subject to the provisions of clause 35, Overtime. Regular Daily Hire employees do not accrue RDOs.
- 14.8 Regular Daily Hire employees shall be paid at the relevant general EBA rate, prescribed in clause 30.6 for work performed outside ordinary hours as overtime.

15 REGULAR PART-TIME DAILY EMPLOYEE

- 15.1 The provisions of clause 14 – Regular Daily Employee, shall apply to a regular part time daily employee.
- 15.2 The ordinary hours of work for a regular part-time daily employee or a job sharer shall be as agreed between the employer and the employee/s, but as prescribed in clause 14.7 and 14.8 for Regular Daily Employee.

- 15.3 A regular part-time daily employee or a job sharer shall accrue a pro rata entitlement for all forms of leave and Public Holiday entitlements provided under this Agreement, other than RDO leave.
- 15.4 A regular part-time daily employee or a job sharer shall be paid per hour the Ordinary Hourly Rate for the appropriate level in which the employee is employed pursuant to clause 24 of this Agreement.

16 CASUAL EMPLOYMENT

- 16.1 A casual employee is an employee employed by the hour and whose employment terminates at the conclusion of each period of employment.
- 16.2 The following provisions shall apply to a casual employee to the exclusion or modification, as the case may be, of other relevant provisions of this Agreement.
 - 16.2.1 The hours of work of a casual employee shall be up to 40 hours per week to be worked at such times as are agreed between the employer and the employee.
 - 16.2.2 The rate of pay for a casual employee shall be calculated as follows:-

The relevant ordinary hourly rate as defined in clause 3.10 and that amount shall be paid at a 25% loading which is paid in lieu of any and all forms of leave provided for in this Agreement.
- 16.3 The payment of calculating overtime rates or any other penalty the casual loading is not payable to a casual employee and shall be disregarded
- 16.4 The minimum daily employment of a casual employee shall be 4 hours.

17 JOB SHARING

- 17.1 Job sharing is an arrangement where two employees voluntarily share all of the duties and responsibilities of a particular position.
- 17.2 Job sharing is, by necessity, completely voluntary on the part of the job share partners.
- 17.3 The use of job sharing shall be at the sole discretion of the Company.
- 17.4 A job share employee shall receive pro rata payment for wages, annual leave, personal/carers leave, public holidays and long service leave and any other entitlements of a regular daily employee under this Agreement.
- 17.5 Should one party to a job sharing arrangement be unable to fulfil their obligations on any day, then the other party to that job sharing arrangement shall, as far as practicable, be solely responsible to ensure that the shared job is completed to the Company's satisfaction.
- 17.6 Split-Job Sharing: Split-job sharing is also permitted, at the company's discretion, where competent job sharers perform multiple tasks, subject to the provisions of this clause. For example, two job sharers perform both boning and packing tasks.

18 NEW EMPLOYEES

- 18.1 All new Company employees will be placed on an initial qualifying period of 60 days actually worked within six months during which time employment may be terminated for any valid reason with no notice period required by either party. Extension of the qualifying period may be required, at the discretion of the employer, for reasons of sickness/attendance, Worker's compensation, change of duties, but not limited to these reasons only.
- 18.2 New employees (other than pieceworkers and Wirrimbi renderers) will be engaged as Daily Hire employees and placed on New Starters' rates (Grades A6) unless other suitably industry qualified and/or experienced where the employer may elect to pay at a higher rate (Grades A5). Monthly Probation reviews will be conducted by management to assess the new employee's suitability to progress to a higher labourer wage classification.
- 18.3 Transferring between the Employment Categories
- 18.3.1 An employee may be engaged on full-time, part-time, casual, daily hire, part time daily hire or job share employment. At the point of an offer of employment, the Company shall inform the employee which category of employment is being offered. The employer and the employee may agree to the transfer of the employee from one category to another.
- 18.3.2 Apart from the terms prescribed in clause 21, Length of Service, if the parties are unable to agree upon a transfer from one category to another, the Company may require a new employee, engaged on or after a successful majority vote of this Agreement, to transfer by giving seven days' notice from:-
- 18.3.2.1 Full-time to daily hire; or
- 18.3.2.2 Daily hire to full-time; or
- 18.3.2.3 Part-time to part-time daily hire; or
- 18.3.2.4 Part-time daily hire to part-time.

19 CONTRACT OF EMPLOYMENT

Conditions of Employment

- 19.1 An employee shall perform such work as the employer may from time to time require within the employees training, skill, and competence, and, subject to this Agreement, shall perform it at such time as the employer may require.
- 19.2 An employee who is absent or not performing their duty shall not, except where otherwise expressly provided in this Agreement, be entitled to any pay for the actual time of such absence or non-performance.
- 19.3 An employee shall be deemed to be absent if the employee is required by this Agreement to attend and offer for work and has failed to do so or has failed to accept work offered to the employee without reasonable excuse.

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- 19.4 Nothing in this Agreement shall affect the right of the employer to deduct payment for any day on which an employee cannot be usefully employed because of any strike other than in the meat industry, or through any breakdown of machinery, or shortage of stock (refer clause 3.14), or any stoppage of work in the meat industry by any cause for which the employer cannot reasonably be held responsible, or for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.
- 19.5 In cases where an employee will be absent from work for any reason:
- 19.5.1 the employee shall notify the employer where practicable prior to the commencement of the employee's first ordinary working day of absence, of the employee's inability to attend for work, and as far as practicable state the reason and the estimated duration of absence; and
- 19.5.2 if on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for work, the employee shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence; and
- 19.5.3 the employee shall notify the employer of the employee's intention to resume work after an absence, no later than 2:00 PM on the working day before the day of intended resumption of work; and
- 19.5.4 Should any employee attend an offer for work after any absence without first advising the employer in accordance with the requirements of clause 19.5.3 the employer shall not be obliged to employ such employee on that particular day and the employee shall not be entitled to payment for that day if they are not employed.
- 19.6 Nothing in this Agreement shall be construed as preventing the employment of any person partly on work in respect of which provision is made by this Agreement and partly on other work, and in such case this Agreement shall apply to the employment of such employee if the major and substantial part of the employee's work is work in respect of which provision is made by this Agreement.
- 19.7 Use of Time Recording Systems / Time Clocks
Where an employee is required to clock on and off using an automated time keeping system, he/she shall clock off, without delay, at the end of shift and at the immediate completion of his/her duties.
- 19.8 An employee shall, upon entering or leaving the premises, allow the contents of any baggage or such similar articles in their possession to be searched by an officer of the Company in the presence of an independent witness and/or a Union delegate, upon the request of such officer or nominee.

20 TERMINATION & SUSPENSION

20.1 Notice of Termination

20.1.1 **Casual:** a casual must complete the day, up to a minimum of 4 hours; if they terminate before completion of the agreed time no payment shall be made for time worked on that day.

20.1.2 **Daily Hire:** termination of engagement by either party by giving not more than one days' notice.

20.1.3 Full-time & Part-time

<u>Length of Service</u>	<u>Notice</u>
Not more than 1 year	1 week
1 year+ to not more than 3 years	2 weeks
3 years+ to not more than 5 years	3 weeks
More than 5 years	4 weeks

Note: The period of notice shall increase by 1 week if the employee is over the age of 45 years and has completed at least 2 years' continuous service.

20.1.4 Nothing in this Agreement prevents the Company from terminating an employee without notice for dismissal justifying summarily terminations

20.2 Summary Termination

20.2.1 The employer shall have the right to summarily terminate the employment of an employee for malingering, inefficiency, neglect of duty or misconduct

20.2.2 Nothing in this Agreement shall affect any common law right of the employer to terminate summarily the employment of any employee in which case wages shall be paid up to the time of termination only.

20.3 Suspension

In lieu of terminating an employee the employer may, at its discretion, elect to:

20.3.1 suspend the employee without pay for any period not exceeding 10 (ten) working days in which case the wages shall be paid up to the time of the suspension; or

20.3.2 regrade and reclassify the employee to a position other than their normal classification should the employee be under performing, in terms of the competency, skill, attendance and/or commitment levels expected.

20.3.3 The period of regrade or reclassification shall be at the employer's discretion.

20.4 Employer Rights Not Affected

Nothing in this Agreement shall be construed as expressly or implied affecting or limiting the employer's right to terminate any employee whether such right arises at Common Law or pursuant to this Agreement.

21 LENGTH OF SERVICE

The provisions of this clause shall not apply to casual employees, nor shall it have an adverse effect on the daily manning requirements of the plant.

21.1 Acquisition of Length of Service

An employee, other than a casual employee, shall acquire length of service on completion of a probationary period totalling 60 days actually worked within a period of six months from the employee's commencement date of any employee.

The acquisition of length of service shall apply on and from the date of completion of the probationary period.

21.2 Observance of Length of Service

The employer will engage employees in an available position/s or task/s based on length of service and merit. Where two or more employees have equal merit and length of service, the employer shall determine who shall be so engaged or retrenched. Provided that nothing in this clause shall:

- 21.2.1 give an employee the right to claim a position or task for which the employee is not fully competent to perform to the employer's satisfaction;
- 21.2.2 require an employer to employ or retain an employee in any position the duties of which the employee is not able and competent to perform efficiently;
- 21.2.3 require an employer to provide a position within the ability and competence of any particular employee; or
- 21.2.4 affect any right which the employer may have at common law or under this Agreement to suspend or dismiss any employee.

21.3 Sectional Length of Service

Three sections apply in application of these provisions:

Slaughter Floor:

This section includes all employees involved in processing from and including the stock yards up to and including the feeding of sides of beef into the Chillers and is inclusive of the offal and tripe rooms.

Boning Room:

This section includes all employees in the boning room, including employees pushing sides of beef into the boning room, carton room.

All Others Areas:

This section includes all other employees inclusive of those in Wingham and Macksville loadout, Rendering & Bi-products and Cleaners.

21.4 Portability of Length of Service

- 21.4.1 Where an employee is permanently transferred by mutual agreement between the employer, employee and the Consultative Committee from one section to work in another section, the employee shall hold length of service in that new section in accordance with their previously held length of service.

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- 21.4.2 Nothing in this Agreement shall limit any right under this Agreement of an employer to transfer an employee from or within a section, but any period during which an employee is so transferred shall be treated as time worked in the employee's own section.

21.5 Loss of Length of Service

An employee shall forfeit length of service if the employee:

- 21.5.1 fails, within 7 days, to notify the employer that the employee accepts work for any form of employment in the employee's department after being offered such work by the employer;
- 21.5.2 fails, within reasonable time, to accept employment and engagement under the terms of this Agreement when employment and engagement is offered by the employer;
- 21.5.3 terminates the employee's own employment and engagement or the employee's employment and engagement is lawfully terminated by the employer;
- 21.5.4 has the employee's length of service terminated by the employer in accordance with this clause;
- 21.5.5 is made redundant by the closure of the plant or department and is not re-employed within eight months.
- 21.5.6 An employee shall be responsible for ensuring that the employer has the employee's current address and contact details.

Any written, electronic or telephone communication supplied by the employee may be used by the employer to contact the employee.

Where the employer uses any of the contact details supplied by the employee to contact the employee, contact shall be deemed to have been received by the employee from the employer.

- 21.5.7 The employer may by giving an employee concerned 7 days' notice terminate the length of service of the employee on the ground that the employee's service is not satisfactory.

21.6 Length of Service Enquiries

- 21.6.1 The employer will on reasonable notice inform an employee or the relevant Consultative Committee representative, of the day, month and year of length of service that the employer recognises in respect of the employee.
- 21.6.2 The employer will each quarter furnish the Consultative Committee with a list of employees showing their order of length of service, if requested to do so by a Consultative Committee representative.

22 CONSULTATION & INTRODUCTION OF CHANGE

Consultation

- 22.1 This clause applies if:
- 22.1.1 the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - 22.1.2 the change is likely to have a significant effect on employees of the enterprise.
- 22.2 The employer must notify the relevant employees of the decision to introduce the major change.
- 22.3 The relevant employees may appoint a representative or union delegate for the purposes of the procedures in this term.
- 22.4 If:
- 22.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 22.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 22.5 As soon as practicable after making its decision, the employer must:
- 22.5.1 discuss with the relevant employees:
 - 22.5.1.1 the introduction of the change; and
 - 22.5.1.2 the effect the change is likely to have on the employees; and
 - 22.5.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 22.5.2 for the purposes of the discussion — provide, in writing, to the relevant employees:
 - 22.5.2.1 all relevant information about the change including the nature of the change proposed; and
 - 22.5.2.2 information about the expected effects of the change on the employees; and
 - 22.5.2.3 any other matters likely to affect the employees.
- 22.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 22.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

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- 22.8 In this term, a major change is likely to have a significant effect on employees if it results in:
- 22.8.1 the termination of the employment of employees; or
 - 22.8.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 22.8.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 22.8.4 the alteration of hours of work; or
 - 22.8.5 the need to retrain employees; or
 - 22.8.6 the need to relocate employees to another workplace; or
 - 22.8.7 the restructuring of jobs.
- 22.9 In this term, relevant employees, mean the employees who may be affected by the major change.

Notice of Termination

- 22.10 Refer to clause 20.1 for the period of notice applicable for the relevant employment category.
- 22.11 Payment in lieu of the prescribed notice in clause 20.1 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 22.12 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- 22.12.1 the employee's usual specified hours of work (even if not standard hours); and
 - 22.12.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example): allowances, loading and penalties; and
 - 22.12.3 any other amounts payable under the employee's contract of employment.
- 22.13 The provisions of this clause do not apply:
- 22.13.1 in the case of dismissal for serious misconduct;
 - 22.13.2 to employees engaged for a specific period of time or for a specific task or tasks;
 - 22.13.3 casual employees; or to daily hire employees

23 REDUNDANCY

23.1 Redundancy Pay

Redundancy pay is provided in Division 11 of Part 2-2 of the Fair Work Act 2009. Where applicable, the provisions set out below shall also apply.

23.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

23.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment and engagement during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment and engagement until the expiry of the notice, but is not entitled to payment instead of notice.

23.4 Job search entitlement

23.4.1 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

23.4.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

23.5 Permanent Close-down of Meat Processing Establishment.

23.5.1 Where the employer has made a definite decision to permanently close down the meat processing establishment to which this Agreement applies, the provisions of Subdivision B of Division 11 of Part 2-2 of the Fair Work Act 2009 shall apply.

23.5.2 In circumstances the meat processing establishment referred to in this clause is closed and not re-opened within a period of eight consecutive calendar months from the date of closure, it shall be deemed to be permanently closed and the provisions of this clause shall apply to those employees whose employment and engagement was terminated on the last day that the plant actually operated prior to such closure.

23.5.3 For the purposes of this clause, the meat processing establishment referred to in this clause shall include parts thereof including but not limited to a chain, rail, section, department, room or sub-room of such meat processing establishment.

23.6 Amount of Redundancy Pay

- 23.6.1 The amount of the redundancy pay equals the total amount payable to the employee, other than a casual employee, for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Redundancy pay period		
	Employee's period of continuous service with the employer on termination	Redundancy pay period
1	At least 1 year but less than 2 years	4 weeks
2	At least 2 years but less than 3 years	6 weeks
3	At least 3 years but less than 4 years	7 weeks
4	At least 4 years but less than 5 years	8 weeks
5	At least 5 years but less than 6 years	10 weeks
6	At least 6 years but less than 7 years	11 weeks
7	At least 7 years but less than 8 years	13 weeks
8	At least 8 years but less than 9 years	14 weeks
9	At least 9 years but less than 10 years	16 weeks
10	At least 10 years	12 weeks

PART 4 - WAGES

24 CLASSIFICATIONS & WAGE RATES

24.1 Classifications

Employees under this Agreement will be covered by the following position classifications:

Slaughter Floor, Cleaners & Associated Areas

24.1.1 Grade: A1; Slaughterer

Slaughtering Teams:

- 24.1.1.1 The employer will stand a slaughtering team so as to achieve the maximum production level unless exceptional circumstances exist beyond the employer's control; in which case a slaughtering team shall be stood to achieve as near as possible to the maximum production level.
- 24.1.1.2 To meet the needs of the business, the employer may increase or decrease the number of slaughterers in the team whilst the slaughtering team is operating.

Slaughterers:	
Accredited in 3 of the following positions / tasks	
Sticker	Flanker
1 st Leg (Udder / Penis removal)	Hide Puller Driver
1 st Leg Skinning (2 nd task)	Hide Puller Passenger
1 st Leg Air Knife	Tail Bung
2 nd Leg Legger / Skinner	Front Out
2 nd Leg Air Knife	Hocks & tendons
Rumper	Carcass Splitting Saw
Brisket Saw	

Notes: Slaughterers:

- An employee accredited as competent by the Company for three Slaughterer tasks shall be paid at 100% of the Slaughterer rate whenever performing that task. (see Clause 30.6)
- A labourer may perform a single slaughterer's task for which he/she is accredited at the slaughterer rate.
- The Parties covered by this Agreement agree Slaughterer team numbers and task allocation is determined by the Company, subject to daily operational and safety requirements; the training and accreditation of operators; and the Length of Service provisions, clause 21.

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- The equivalent dollar value of 35 production units is a minimum daily payment for Slaughterer pieceworkers when working an 8-hour 5-day week or 43.75 units when working a 10-hour 4-day weekly roster. The parties agree this guarantee does not limit daily production to 35 or 43.75 units (whichever applies) within ordinary hours; rather it is a minimum payment if less than 35 or 43.75 units are produced within the ordinary hours and such employees are required to continue production above and beyond such units at the constant unit rate at ordinary rates.
- Breakdown during overtime: Should a breakdown occur a minimum of 4.92 units per overtime hour is payable or pro rata thereof.
- A pieceworker position is defined in clause 3 of this Agreement.
- Slaughterer team numbers and task allocation is determined by the Company, subject to daily operational and safety requirements; the training and accreditation of operators; and the Length of Service provisions, clause 21

24.1.2 Grade: A2

Knocker / Stunner	Foetal Blood Collection
Foreleg / Horn removal	Beef Extract Operators
Hindquarter Wizard knives	Carcass Scales /Grading & P8
Retain Rail Trim	By-Product Cooker Operator

24.1.3 Grade: A3

Shackling / Hoist	Evisceration Trim table (Weasand / Tails / Kidneys)
Drop Tongues	Forequarter Wizard Knives (for 2 operations; one operator @ A2)
Dentition / Body # / Head Removal / Hang Heads / Muzzle Removal	Forequarter trim
Tongue Removal	Carcass Scales / Grading
NLIS, Rodding (Weasand freeing)	Paunch / Runner / Foetal Calf Removal (when working alone)
Evisceration Trim Table (livers / Hearts / Lungs / Trachea)	Cheek / Head Meat Trimmer

24.1.4 Grade: A4

Spinal Cord Removal	Hides Processing / Forklift (Plus Forklift allowance)
Head Trim Wash	Plugging / Secondary Knock
Forequarter / DAFF Trim	Open Paunch
Trim on Viscera (Tripe)	Slink Skin Recovery
Drop Mountain Chain	Trim Tongues
Offal Room Scales	Jaw Machine operator
Tongue / Offal wash	Feather Bone
Bovine Blood Collection (S/Floor)	Back / Loin Trim
H Q Trim	By-products Labourer

24.1.5 Grade: A5

Hasher Washer	Cryovac Operators
P8 Measurement	Intestine table
Q.A. Monitor – HQ / FQ	1 st Leg Transfer
Chiller Beef Pusher	2 nd Leg Transfer & Trim
Thin Skirt	Hide Processing
Cleaners (Plus Shift Allowance)	EU Palpation / Ear Tags
Forequarter Neck Trim	Cattle Race
Save-all Attendant	Tripe Preparation
Bible Trim & Cleaning	Mountain Chain Trim
Stock Receiver	Stock Yards
Aorta / Trachea	Roller Room
Large Intestine Machine	Pancreas Glands
Skirt Membrane, Thick Skirt Wash, Hygiene	Jaw Trim
Tongue Root Trim	Cleaners
Urine Samples; Apron	

Note: Afternoon Cleaners are paid a shift allowance.

24.1.6 All other / agreed junior employee tasks (except Grade A6)

The following tasks or duties are designated as suitable to be completed by junior employees.

Jaw trim	Yards
Peel skirts	Head wash
Tickets	Tongue Root Trim
Intestine room small machine	Floor person
Intestine pack / trim	Mountain Chain pack
Large intestine wash	E.U. palpation
Tripe packer	Offal packer
Muddy cattle	

24.1.7 Grade: A6

New Starters / new Employees so engaged under this Agreement

Boning Room, WBE Loadout & Associated Areas

24.1.8 Grade: Boner

This is a pieceworker position as defined in clause 3 of this Agreement

A Grade Boner	Accredited as competent to the employer's satisfaction in either or both of Hindquarter and/or Forequarter boning – paid @ 100% of Boner rate (refer Clause 30.6)
B Grade Boner	Accredited as competent to the employer's satisfaction in up to 3 boning cuts – paid @ 90% of Boner rate (refer Clause 30.6)

Duties of a Team:

- 24.1.8.1 The duties of the boning team and a member of the boning team shall be to bone the side, quarter or other piece in accordance with the requirements of the employer, and to perform any tasks incidental to such boning.
- A member of a boning team or a boning team shall, within the hours of work on any day or shift, complete such agreed production level as the employer may require.
- 24.1.8.2 A member of a boning team shall perform such tasks or combination of tasks and/or parts of tasks as the employer may require.
- 24.1.8.3 To meet the needs of the business, the employer may increase or decrease the number of boners /slicers in the team whilst the boning / slicing team is operating.

Notes:

- Boners, accredited as B grade, prior to the commencement date of this Agreement shall have their current wage rate preserved for period of up to 6 months following approval of the Agreement by the FWC.
- The equivalent dollar value of 97 production units is a minimum daily payment for Boning Room pieceworkers when working an 8-hour 5-day week or 121.25 units when working a 10-hour 4-day weekly roster. The parties agree this guarantee does not limit daily production to 97 or 121.25 units (whichever applies) within ordinary hours; rather it is a minimum payment if less than 97 or 121.25 units are produced within the ordinary hours and such employees are required to continue production above and beyond such units at the constant unit rate at ordinary rates.
- Breakdown during overtime: Should a breakdown occur a minimum of 14.5 units per overtime hour is payable or pro rata thereof.
- Boning Cut-outs: If there are insufficient Boners available to achieve the required production, cut-out Boners shall be permitted at the discretion of the employer. When designating the number of cut-out Boners, the team's capability, numbers and the weight of cattle will be assessed with the intention to safely maximise production whilst maintaining the unit cost – i.e. without unnecessary flow on costs.

Notes continued next page

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- **Boning & Slicing Teams:**
 - 1 Boner to 1 Slicer; column 2
 - Full sets & normal production 1.07 / 429; column 3
 - Variations to apply; columns 4,5,6, &7

less then 0.5 slicer number will go back, above 0.5 slicer number will go up
 Table, 1- 34 boning and slicing teams. Above 34 the same ratio for Jap full set production would apply.
 Extras would also apply for additional cuts when being produced.

boning team	slicing team	slicer team for Jap full set production with 1.071429 ratio applied	slicer team for Jap full set production	extra, taiwan shank	extra, ATS/EYE	extra, rostbiff/rump cap production
34	34	36.428586	36	2	1	1
33	33	35.357157	35	2	1	1
32	32	34.285728	34	2	1	1
31	31	33.214299	33	2	1	1
30	30	32.14287	32	2	1	1
29	29	31.071441	31	2	1	1
28	28	30.000012	30	2	1	1
27	27	28.928583	29	2	1	1
26	26	27.857154	28	2	1	1
25	25	26.785725	27	2	1	1
24	24	25.714296	26	2	1	1
23	23	24.642867	25	2	1	1
22	22	23.571438	24	2	1	1
21	21	22.500009	23	2	1	1
20	20	21.42858	21	2	1	1
19	19	20.357151	20	2	1	1
18	18	19.285722	19	1	1	1
17	17	18.214293	18	1	1	1
16	16	17.142864	17	1	1	1
15	15	16.071435	16	1	1	1
14	14	15.000006	15	1	1	1
13	13	13.928577	14	1	0	0
12	12	12.857148	13	1	0	0
11	11	11.785719	12	1	0	0
10	10	10.71429	11	1	0	0
9	9	9.642861	10	1	0	0
8	8	8.571432	9	0	0	0
7	7	7.500003	8	0	0	0
6	6	6.428574	6	0	0	0
5	5	5.357145	5	0	0	0
4	4	4.285716	4	0	0	0
3	3	3.214287	3	0	0	0
2	2	2.142858	2	0	0	0
1	1	1.071429	1	0	0	0

24.1.9 Grade: Slicer

This is a pieceworker position as defined in clause 3 of this Agreement

A Grade Slicer	Accredited as competent to the employer's satisfaction in either or both of Hindquarter and/or Forequarter slicing cuts & specifications – paid @ 100% of Slicer rate (refer Clause 30.6)
B Grade Slicer	Accredited as competent to the employer's satisfaction in up to 4 slicing cuts & specifications – paid @ 90% of Slicer rate (refer Clause 30.6).

Notes:

- Slicers, accredited as B grade, prior to the commencement date of this Agreement shall have their current wage rate preserved for period of up to 6 months following approval of the Agreement by the FWC.
- The equivalent dollar value of 97 production units is a minimum daily payment for Boning Room pieceworkers when working an 8-hour 5-day week or 121.25 units when working a 10-hour 4-day weekly roster. The parties agree this guarantee does not limit daily production to 97 or 121.25 units (whichever applies) within ordinary hours; rather it is a minimum payment if less than 97 or 121.25 units are produced within the ordinary hours and such employees are required to continue production above and beyond such units at the constant unit rate at ordinary rates.
- Breakdown during overtime: Should a breakdown occur a minimum of 14.5 units per overtime hour is payable or pro rata thereof.

Notes continued on next page

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- **Boning & Slicing Teams:**
 - 1 Boner to 1 Slicer; column 2
 - Full sets & normal production 1.07 / 429; column 3
 - Variations to apply; columns 4,5,6, &7

less then 0.5 slicer number will go back, above 0.5 slicer number will go up
 Table, 1- 34 boning and slicing teams. Above 34 the same ratio for Jap full set production would apply.
 Extras would also apply for additional cuts when being produced.

boning team	slicing team	slicer team for Jap full set production with 1.071429 ratio applied	slicer team for Jap full set production	extra, taiwan shank	extra, ATS/EYE	extra, rostbiff/rump cap production
34	34	36.428586	36	2	1	1
33	33	35.357157	35	2	1	1
32	32	34.285728	34	2	1	1
31	31	33.214299	33	2	1	1
30	30	32.14287	32	2	1	1
29	29	31.071441	31	2	1	1
28	28	30.000012	30	2	1	1
27	27	28.928583	29	2	1	1
26	26	27.857154	28	2	1	1
25	25	26.785725	27	2	1	1
24	24	25.714296	26	2	1	1
23	23	24.642867	25	2	1	1
22	22	23.571438	24	2	1	1
21	21	22.500009	23	2	1	1
20	20	21.42858	21	2	1	1
19	19	20.357151	20	2	1	1
18	18	19.285722	19	1	1	1
17	17	18.214293	18	1	1	1
16	16	17.142864	17	1	1	1
15	15	16.071435	16	1	1	1
14	14	15.000006	15	1	1	1
13	13	13.928577	14	1	0	0
12	12	12.857148	13	1	0	0
11	11	11.785719	12	1	0	0
10	10	10.71429	11	1	0	0
9	9	9.642861	10	1	0	0
8	8	8.571432	9	0	0	0
7	7	7.500003	8	0	0	0
6	6	6.428574	6	0	0	0
5	5	5.357145	5	0	0	0
4	4	4.285716	4	0	0	0
3	3	3.214287	3	0	0	0
2	2	2.142858	2	0	0	0
1	1	1.071429	1	0	0	0

24.1.10 The Parties bound by this Agreement agree Boner and Slicer team numbers and task allocation is determined by the Company, subject to daily operational and safety requirements; the training and accreditation of operators; and the Length of Service provisions, clause 21

24.1.11 Grade: A4

Pre Trimmer	Frozen / Chilled Carton Scales Operator
Sawyer / Chillers Quartering (for majority of day)	Chiller Assessor / Grader (receives an allowance)
Intake Scales	Criteria
Main Cryovac Machine Operator/s (control)	ICL Trimming
CL tester	Macca's Room (1 operator)
Loadout Forklift Drivers (working on cold temperatures)	Quality Control Bag Recorder
Carton Room Controller	Airy Bag Controller

24.1.12 Grade: A5

Loadout Labourers	Carcass CO2 Injection
Strapper Operator	Macca's Room (2 operators)
Lidder	2 nd Cryovac Machine Operator
Cryovac Operator- 2 nd line	Manufacturer packers
Cryovac Baggers	Trim HQ Shin Shank
ICL Packing	Primal Align Inspection
Floor Cleaner/s	Whizard Knife operator
Rib Plates / Skirts	Leg Bones Packer
Pad Appliers	IW Packer
Product trim Checker	Trim Sort

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24.1.13 Grade: A6

The following tasks or duties are designated as suitable to be completed by junior employees

Intercostal packing	IW Packer
Rib Plates / Skirts	Primer Aligner
Pad Applicators	Product trim Checker
Floor Cleaner/s	Trim Sort
Leg Bones Packer	

Also includes: all New Starters / new Employees so engaged under this Agreement

Wirrimbi: Cold Store Loadout, Rendering & Extract Areas

Wirrimbi Cold Store:

24.1.14 Grade: A4

Loadout Forklift Drivers (working in cold temperatures)

24.1.15 Grade: A5

Loadout labourers

24.1.16 Grade: A6

New Starters / new Employees so engaged under this Agreement

Wirrimbi Rendering & Extract:

24.1.17 Grade A2: For classifications of: Bi-products, Blow-over Operator, Beef Extract Operator; Bi-products Cooker Operator.

Notes: Wirrimbi Rendering employees, other than those engaged as daily hire employees, are paid an all-inclusive wage rate absorbing all payments for penalties such as overtime and shift allowances. The all-inclusive rate, however, does not include an allowance of \$1 per hour which is payable when rostered to perform boiler attendant monitoring tasks.

24.2 Wage Rates & Annual Increases

24.2.1 Refer Clause 30.6 for ordinary rates of pay to apply to Employees covered by this Agreement.

24.2.2 General base rate annual wage increases during the life of this Agreement:

	Year 1	Year 2	Year 3	Year 4
Labourer classifications	4%	3.5%	3%	3%
Piecework classifications	3.25%	3%	3%	3%

- 24.2.3 Annual wage rate increases are at base wage rates for labourers and at constant units rates for pieceworkers (refer Clause 30.6).

25 WORKERS COMPENSATION

- 25.1 The provision of the following shall apply:
- 25.1.1 Workers' Compensation Act, 1987; and
 - 25.1.2 Workplace Injury Management and Workers' Compensation Act, 1988; and
 - 25.1.3 Workers Compensation Regulations, 2010

26 JUNIORS

- 26.1 A junior shall be paid the following percentages of the classification of relevant Adult wage rate as prescribed *by this Agreement*.

Under 17 years of age	50%
17 years	60%

Note: Adult rates shall apply at age 18

- 26.2 A junior can perform a range of work nominated in the classification clauses that have been nominated as being suitable. However, if applicable and deemed suitable by the employer, a junior can do other work and will attract the relevant classification of the adult rate.

27 ALLOWANCES

In addition to the wage rates set out in this Agreement, the following allowances shall apply, as and when required:

- 27.1 **Cold Temperature** - where a Wirrimbi Cold Store employee, other than one classified as A4, is engaged to work in a temperature artificially reduced below zero Celsius the employee shall be paid an allowance of \$4.32 per day.
- 27.2 **First Aid Allowance** - an allowance of \$5.00 per day will be paid to an employee who is appropriately qualified and is designated to perform duties of a first aid officer.
- 27.3 **Meal Allowance** - A meal allowance of \$13.23 will be paid to an employee who is required to work more than two hours overtime at the end of a day's normal production time, or the Company may provide a meal to the employee in lieu of the meal allowance.
- 27.4 **Workplace Training Allowance** – an allowance of \$5.00 per day will be paid to an employee who is designated to provide workplace instruction in the duties to a learner Slaughterer, Boner, or Slicer and/or instruction and demonstration of the knife sharpening skills training program;

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27.5 Fork Lift Allowance - an allowance of \$1.598 per day will be paid to an employee, other than a loadout employee classified as A4, who is appropriately qualified and is designated to perform the duties of a fork lift driver the greater part of a day.

27.6 Leading Hand Allowance – an employee, appointed by the Company, with the direct supervision of other employees shall be paid a minimum Leading Hand allowance of \$7.00 per day.

27.7 Knife Allowances

- 27.8.1 Slaughterers and Boners \$0.76 per day
- 27.8.2 Slicers & selected Labourers \$0.51 per day
- 27.8.3 Knife allowances, referred to in this clause, shall increase by 3% per year during the life of this agreement.

27.8 Chiller Assessor / Grader \$15 per day when grading

27.9 No 1 Allowance: based on set minimum daily kill numbers in ordinary hours (determined by and the size of the slaughtering team) paid at a rate of \$0.11912.

27.10 Bull Allowance: When bulls are slaughtered the following penalty payments shall be made:

Slaughterers: based on the number of bulls slaughtered and the size of the slaughtering team at the constant unit rate at 200%.

Boners: based on the number of boning points achieved at the constant unit rate at 150%.

27.11 Wirrimbi Rendering - boiler attendant duties: \$1 per hour is payable when a rendering employee is rostered to also perform boiler attendant monitoring tasks.

28 OCCUPATIONAL SUPERANNUATION

28.1 Occupational Superannuation will be implemented by the employer pursuant to superannuation legislation.

28.2 The employer will make superannuation contributions, each month, for the benefit of employees to either:

- 28.2.1 The Company's default superannuation fund, Australian Super, an accredited MySuper fund; or
- 28.2.2 The Meat Industry Employees' Superannuation Fund (MIESF); or
- 28.2.3 The Australian Meat Industry Superannuation Trust (AMIST).

Note:

If an employee fails to nominate a fund the Company's default fund will be chosen.

28.3 Subject the governing rules of the selected fund, an employee may, in writing, authorise the employer to pay on behalf of the employee a specified amount as a self-contribution from post-tax wages to the employee's superannuation account as voluntary employee contributions.

28.4 The employer shall also contribute company-sponsored superannuation at appropriate contribution rates to the value of the units produced by pieceworkers outside normal production times when engaged in such work at such times.

29 MIXED FUNCTIONS

- 29.1 An employee engaged for four hours or more on any day or shift on duties carrying a higher rate than their ordinary classification shall be paid the higher rate for such day or shift.
- 29.2 If the requirement to perform duties carrying a higher rate than the employee's ordinary classification is less than four hours, the employee shall be paid for the actual time worked at the rate of the higher classification and the balance of the working time at their ordinary classification rate.
- 29.3 If the requirement to perform duties carrying a higher rate than the employee's ordinary classification is less than one hour the employee shall be paid one hour at the rate of the higher classification and the balance of the working time at their ordinary classification rate.
- 29.4 Provided that clause 29.3 shall not apply when an employee in a production area performs duties at a higher rate whilst production teams are being set up by length of service for commencement, unless the employee performs duties at a higher rate for a period in excess of 45 minutes.
- 29.5 This clause shall not take effect unless an employee so engaged in higher duties is accredited as competent to the employer's satisfaction in fully and safely completing the higher duties. Nor shall this clause take effect when training in a task at a higher classification than the employee's ordinary classification.

30 PAYMENT OF WAGES & ANNUAL INCREASES

- 30.1 Wages shall be paid weekly to all employees including casuals. All reasonable steps will be taken by the employer to ensure that the wages due to an employee are to be in the employee's specified account before midday on the normal pay day.
- 30.2 Upon termination of employment, wages due to an employee shall be paid into the employee's specified account no later than the next pay week or pay run.
- 30.3 Each employee shall receive a payslip showing the total amount of wages, supplementary payment and overtime, leave accruals, banked hours and all deductions there from.
- 30.4 In the event an employee is negligent in the completion of a timesheet or Company time recording system, that day's wage will be paid in the following week's wages after verification by the employee's supervisor.
- 30.5 In the event of a Public Holiday falling at the start of a working week, wages may be paid a day late into each employees account (maximum 24 hour variance to normal practice)

Annual Increases Chart on next page

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30.6 Annual Increases:
Effective from 23rd June 2014 and subsequent anniversary (on a full pay period) thereafter.

2014 EBA - with dual Pay Scales

	2014/15 Award Rate (per hour)	Previous Agreement Rate	Year 1 Effective 23.06.14			Year 2			Year 3			Year 4		
			EBA Rate	Daily Hire Rate		EBA Rate	Daily Hire Rate		EBA Rate	Daily Hire Rate		EBA Rate	Daily Hire Rate	
Slaughterer 35 units	\$18.85	5.6974 Constant Unit Rate	5.883	N/A		6.059	NA		6.241	NA/		6.428	N/A	
Boner 97 units														
A Grade	\$18.85	1.9973 Constant Unit Rate	2.062	N/A		2.124	N/A		2.188	N/A		2.253	N/A	
B Grade			1.856	N/A		1.912	N/A		1.969	N/A		2.028	N/A	
Slicer 97 units														
A Grade	\$18.45	1.9163 Constant Unit Rate	1.979	N/A		2.038	N/A		2.099	N/A		2.162	N/A	
B Grade			1.781	N/A		1.834	N/A		1.889	N/A		1.946	N/A	
Labourer														
A2	\$18.45	\$18.68	\$19.43	\$20.30		\$20.11	\$21.01		\$20.71	\$21.64		\$21.33	\$22.29	
A3	\$18.12	\$18.36	\$19.09	\$19.93		\$19.76	\$20.63		\$20.36	\$21.25		\$20.97	\$21.89	
A4 / G1	17.68 / 18.12	\$18.03	\$18.75	\$19.93		\$19.41	\$20.63		\$19.99	\$21.25		\$20.59	\$21.88	
A5 / G2	17.46 / 17.68	\$17.21	\$17.90	\$19.45		\$18.52	\$20.13		\$19.08	\$20.73		\$19.65	\$21.36	
New Starter	\$16.87	\$16.37	N/A	\$18.56		N/A	\$19.21		N/A	\$19.78		N/A	\$20.38	
Junior														
Under 17	8.73 / 8.84	\$8.61	\$8.95	\$9.72		\$9.27	\$10.06		\$9.55	\$10.37		\$9.83	\$10.68	
At 17	10.47 / 10.60	\$10.33	\$10.74	\$11.66		\$11.12	\$12.07		\$11.45	\$12.43		\$11.80	\$12.80	
Warrimbi Bi-products / Operators	\$18.45	\$19.67 / \$21.67 *	\$20.46* / \$22.54*	N/A		\$21.18* / \$23.33*	N/A		\$21.82* / \$24.03*	N/A		\$22.47* / \$24.75*	N/A	
* All-inclusive rate: includes payments for afternoon / night shift &/or additional hours @ EBA Base Rates														
Cleaners														
A5	\$17.68	18.984 *	\$17.90	\$19.45		\$18.52	\$20.13		\$19.08	\$20.73		\$19.65	\$21.36	

* Previous all-inclusive rate: wages now reverted to base rate plus afternoon shift @ 15% of Award, if applicable

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30.7 Weight Ranges – Units arrangements Boners / Slicers

BONING ROOM

Weight Range Unit values for Boners and Slicers

SIDES BONED OUT AS PIECES OF MEAT OR SPECIFIC CUTS:

STANDARD RAIL BONING (NECK ON)	Production unit per body	Production Unit per side	Minimum Production Units PER DAY
<182 kg	4.850	2.425	97
182kg to 228kg	5.350	2.675	
229kg to 272kg	5.750	2.875	
<u>273kg to 318kg</u>	<u>6.150</u>	<u>3.075</u>	
<u>319kg to 364kg</u>	<u>6.550</u>	<u>3.275</u>	
<u>365kg to 408kg</u>	<u>6.650</u>	<u>3.325</u>	
<u>>408kg</u>	<u>6.950</u>	<u>3.475</u>	

Boners

Bulls

Additional half a unit per bull per

PART 5 – HOURS OF WORK, BREAKS, OVERTIME

31 ORDINARY HOURS OF WORK

31.1 Except for the alternate provisions to ordinary hours prescribed to Daily Hire employees in clause 14.7, all other employees' ordinary hours of work will be an average of not more than 40 hours per week over any twelve (12) month period of service, with a span of ordinary hours between 5:00 AM to 7:00 PM, Monday to Friday.

31.2 Such employee's normal working hours, subject to Part 3 of this Agreement, being comprised of ordinary hours or a combination of ordinary hours and reasonable additional hours as is demonstrated and noted below:

Note: Other than for Regular daily employees, two hours per week shall be accrued for Rostered Day Off leave when 40 hours is worked at ordinary hourly rates (pro-rata for part time and job-share employees). This leave is accrued as a generous compensation for the 2 additional hours worked; as agreed by the parties to this Agreement.

31.3 Changes to normal hours of work or to rosters may be agreed between the employer and the Consultative Committee, the Union and/or the relevant employees in respect to all employees, or employees in a department or section, or an employee individually.

31.4 Notwithstanding 31.3, above, the parties to the Agreement determine that the Company may alter an individual employee's or a department's normal hours of work or weekly roster or starting and / or finishing times by giving advance notice of not less than 7 days of an alteration to the following three alternate general work patterns:

31.4.1 **5-Day week (Day shift):** comprising 8-hour shifts Monday to Friday as per clause 32.3; and/or

31.4.2 **5-Day week (Afternoon shift):** comprising 8-hour shifts Monday to Friday as per clause 32.3; and/or

31.4.3 **4-Day week with rotating team roster:** comprising 10-hour shifts rotating sequentially at 4 days per week over Monday to Friday

31.4.3.1 Such 10-hour shifts are paid at ordinary rates; i.e. exclusive of overtime for employees engaged on the RDO rate pay scale.

31.4.3.2 Employees, so affected, shall be given notice of an individual or team roster

31.4.3.3 If mutually agreed, by the employee and employer, an extra shift or part-shift may be worked, paid at 125% for pieceworkers and 150% for labourers at the relevant rate as prescribed in clause 30.6 or otherwise banked for future payment or time-off in lieu. Part-shift worked and shared by employees shall be shared and paid at 50% of said shift's ordinary rate.

31.4.3.4 An employee who requests an extra shift, as per clause 31.4.3.3, and has been absent on any day/s during the week's roster will generally find that the request will not be approved by the employer.

31.4.3.5 An employee may temporarily swap a shift with another suitably trained and skilled employee, if agreed by the employer.

31.5 Load Out employees will provide flexibility in starting and finishing times as necessary and as required by the Company. Ordinary hours may be between 2:00 AM and 10:30 AM or 4:00 AM and 12:30 PM or as otherwise agreed.

31.6 Insofar as normal working hours may be comprised of an amount of reasonable additional hours in addition to ordinary hours, employees agree to work these hours on the basis that they are both reasonably required by the employer and necessary to the Company's operations having regard to the nature of the work performed.

31.7 Time worked outside ordinary hours shall be paid as overtime unless otherwise prescribed in this Agreement.

31.8 Where an employee's ordinary hours of work commences on one day and conclude on the next day, the ordinary hours of work of that employee shall be deemed to have all been worked on the day that the employee's ordinary hours of work began.

32 *SHIFTWORK*

Note: This clause applies to employees engaged in labouring classifications only. It does not apply to pieceworkers as they are not entitled to receive the shift allowances prescribed below.

32.1 Except at changeover of shifts an employee will not be required to work more than one shift in a single 24 hour period.

32.2 Shifts may be worked on a one shift, two shift or three shift system.

32.3 For the purpose of this clause:

Afternoon Shift means a shift commencing at or after 2pm and finishing at or before midnight.

Night Shift means any shift finishing subsequent to midnight and at or before 9am.

Day shift in a three shift system means any shift finishing at or after 2pm and at or before 4pm.

32.4 Unless otherwise stated in this Agreement, an employee on afternoon shift shall be paid the shift allowance as prescribed in the Meat Industry Award 2010 for all hours worked on that shift up till midnight.

32.5 Unless otherwise stated in this Agreement, an employee on night shift shall be paid the shift allowance as prescribed in the Meat Industry Award 2010 for all hours worked between midnight and 9:00 am; provided that all time worked prior to midnight and after 2pm shall be paid as prescribed above in clause 32.4.

Note: A casual employed on shift work will receive the appropriate % loading (Shift Allowance) prescribed in this clause and an additional relevant rate of 25% Casual Loading of the ordinary hour rate as prescribed in clause 30.6 (i.e. not inclusive of Shift Allowance).

32.6 As a shift allowance is paid at the equivalent of the appropriate loading of the relevant wage rate pursuant to the Meat Industry Award, 2010, the allowance will not be paid to an employee whose classification and wage rate prescribed in this Agreement is already higher than that of the said Award plus the shift allowance. In such instance, the shift allowance is fully absorbed within the all-inclusive wage rate prescribed in this Agreement.

32.7 Meal Break

A shift worker except when engaged on a three shift system, may either be allowed:

- 32.7.1 a meal break on not less than 30 minutes per shift; or
- 32.7.2 an unpaid crib time of 30 minutes after working 6 hours which does not count as timed work and to be taken at a time agreed between the employer and majority of employees directly concerned.

32.8 Alternately starting times, unless otherwise agreed, an individual employee who is required to alter his/her starting time to enable management to make provisions for a replacement will be given at least 24 hours' notice of the change.

33 MEAL INTERVALS & SMOKO

- 33.1 Meal intervals and smoko breaks shall not be counted as part of the eight or ten rostered hours worked. Therefore, they are deducted for the purposes of calculating **Actual Working Time** (AWT).
- 33.2 Unless otherwise provided or agreed, an employee shall be granted a 15 minute paid break and an unpaid meal interval of not less than 30 minutes at a time decided by the employer during a normal 8 or 10-hour shift.
- 33.3 Except in cases of emergency (including breakdowns) or to meet the needs of the business or as otherwise provided for by this Agreement, the time for meal intervals shall not be altered except on 24 hours' notice to the employees concerned.
- 33.4 If an interruption of work for any cause occurs within 40 minutes of the commencement of a smoko break or within 40 minutes of the commencement of the normal meal break the employer may direct that the "smoko" or meal break be taken forthwith.

34 RELIEF PERIODS

There shall be up to three unpaid five minute breaks for personal relief. Such breaks are not counted as ordinary hours.

35 OVERTIME

- 35.1 For the purpose of this Agreement all time worked by an employee, other than employees described in clause 35.2, outside the ordinary hours of work, shall be deemed to be overtime and shall be paid at time and one half for the first 3 hours and double time thereafter and double time on Sundays and Public Holidays.
 - 35.1.1 Payments and/or Banked Overtime hours: Overtime is paid or banked as equal hours at the appropriate rate as prescribed by this Agreement
- 35.2
 - 35.2.1 Pieceworkers (Slaughterers, Boners & Slicers): Work in excess of the ordinary hours will be paid at the constant unit rate. Notwithstanding this clause, pieceworkers shall be paid at time and a half for all work done on Saturdays and public holidays and double time for Sundays if required to work.
 - 35.2.2 Wirrimbi Renderers: work in excess of ordinary hours is paid at ordinary rates for those employees engaged and paid at the "all-inclusive" wage rate referred to in clause 24.1.17; however, work performed on a Saturday roster is paid at 150% of the all-inclusive rate.
- 35.3
 - 35.3.1 The employer may require an employee to work reasonable overtime at overtime rates and such an employee shall work overtime in accordance with such requirements subject an employee's circumstances and the NES provisions relating to reasonable additional hours.
 - 35.3.2 Notwithstanding 35.3.1, above, additional hours above that prescribed in the rotating team roster, clause 31.4.3, shall be by agreement by the parties.
- 35.4 In specific consideration to clause 35.3, the parties to this Agreement agree that overtime is compulsory for employees to work up to eight Saturdays each year for a six-hour shift; when required by the employer.
- 35.5 Overtime worked on Sunday is paid at double time and on a Public Holiday is paid at time and a half in excess of the ordinary rate for hours worked.
- 35.6 Daily hire and casual loadings and allowances, as prescribed in this Agreement, are not inclusive of ordinary hourly rates and are therefore not included in payments for overtime hours worked.

PART 6 - LEAVE ARRANGEMENTS

36 ANNUAL LEAVE

- 36.1 An employee (other than a casual employee) shall be entitled to accrual and payment of annual leave in accordance with the Act accruing monthly at 4 weeks leave per annum for full-time employees and pro-rata for part-time or job share employees.
- 36.2 In addition to clause 36.1, an employee shall be entitled to the following annual leave conditions:-
- 36.2.1 Annual leave shall be exclusive of public holidays prescribed by this Agreement.
- 36.2.2 If a public holiday falls within an employee's period of annual leave and is observed on the day which in the case of that employee would have been an ordinary working day there shall be added to that period one day, being an ordinary working day, for each public holiday observed.
- 36.2.3 Unless otherwise agreed, at least twenty (20) days' notice shall be given to an employee as to when the employee is to commence annual leave.
- 36.2.4 Unless otherwise agreed, at least twenty (20) days' notice shall be given to the employer as to when an employee would like to commence annual leave.
- 36.2.5 Payment for annual leave shall include a loading of 17.5% of the relevant ordinary hourly rate as prescribed in the Meat Industry Award, 2010, for labourers so classified in this Agreement; and as prescribed in that Award plus 20% for pieceworkers, unless an otherwise eligible employee:
- 36.2.5.1 resigns; or
- 36.2.5.2 is terminated by the employer for malingering, inefficiency, neglect of duty or misconduct.
- 36.3 To avoid any doubt an employee who is regularly engaged in work which involves two or more classifications and rates of pay, or an employee engaged as a pieceworker, is entitled to be paid for the purposes of annual leave, at the average rate of pay actually paid to the employee immediately prior to the employee commencing annual leave.
- 36.4 It is expressly agreed that an employee who has accrued annual leave in excess of four weeks accrued may forego the entitlement to that leave in exchange for a payment by the employer in lieu of the amount of annual leave foregone which is equal to the rate of pay to which the employee would have been entitled if the leave had been taken on the date that the employee elected in writing to forego the leave.
- 36.5 All other conditions of the Act apply to the cashing out of annual leave shall apply.

37 BI-ANNUAL CLOSEDOWN PERIOD

- 37.1 Closedown period may be no more than twice during a 12-month
- 37.1 Predetermined closedown periods shall be granted to employees for the purpose of taking annual leave.
- 37.2 The employer will endeavour to give all employees affected not less than one month's notice of the starting and finishing dates of the closedown periods.
- 37.4 Where an employee does not have sufficient annual leave to cover closedowns the employee shall take unpaid leave or other appropriate paid leave for the relevant period/s.

38 PERSONAL/CARERS LEAVE

- 38.1 An employee, other than a casual employee, shall be entitled to personal/carer's leave in accordance with the Act.
- 38.2 It is expressly agreed that an employee who has accrued personal/carer's leave in excess of 15 days may, on application in writing to the employer, be paid for such excess as a cashing out provision once per year at the end-of-year up to maximum annual cash out of 4 weeks. This requirement foregoes the entitlement to the amount of personal/carer's leave credited to the employee in exchange for the payment requested by the employee and paid by the employer in lieu of the amount of personal/carer's leave foregone, at the same rate of pay to which the employee would have been entitled if the leave had been taken commencing on the date of the cash-out.
- 38.3 Labourer classifications: Paid personal/carer's leave shall be paid at the ordinary hourly rate for the classification in which the employee is employed, for each hour of leave accrued and taken. An employee is not entitled to take a period of paid personal/carer's leave if the employee does not, as and when required by the employer, provide notice and documentary evidence to the satisfaction of the employer of a bona-fide reason for the absence as defined in the Act.
- 38.4 Pieceworker classifications: Paid personal/carer's leave shall be paid at the average rate of pay for the classification in which the employee is employed, for each hour of leave accrued and taken. An employee is not entitled to take a period of paid personal/carer's leave if the employee does not, as and when required by the employer, provide notice and documentary evidence to the satisfaction of the employer of a bona-fide reason for the absence as defined in the Act.
- 38.5 Payment on termination: Personal/Carer's leave accrued after 24th February 1997 shall be paid out upon termination, other than for reasons of misconduct, neglect of duty, non-performance, dishonesty forced and serious breach of company policy, for employees other than casual employees and/or employees employed on or after 13th September 2010 who shall be required to complete 10 year's continuous service to receive the pay out of accrued leave.
- 38.6 Workers Compensation: an employee receiving workers' compensation payments is not entitled to be paid Personal/Carer's leave.

38.7 Medical evidence: from a registered medical practitioner is required for:

38.7.1 sick leave absences of more than one day and a medical clearance is required to be submitted on return to work following an absence/s that may present a risk to food safety; or

38.7.2 carer's leave absences for each and every day that an employee takes personal leave to care for a member of the immediate family or household.

38.7.3 Public holiday: medical evidence is also required for payment of personal leave for an absence immediately before and/or after a public holiday.

38.7.4 Rostered Day Off & Non-Rostered Day: medical evidence is also required for payment of personal leave for an absence immediately before and/or after approved RDO leave or a non-rostered work day as prescribed in clause 31.4.3, *4-Day Week with Rotating Team Roster*.

39 LONG SERVICE LEAVE

The provisions of the Long Service Leave Act, 1955, shall apply

40 COMPASSIONATE LEAVE

40.1 Paid leave Entitlement:

An employee, other than a casual, is entitled to 2 days compassionate leave for each occasion on which a member of the employee's immediate family or household:

40.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

40.1.2 sustains a personal injury that poses a serious threat to his or her life; or

40.1.3 dies.

When an employee takes paid compassionate leave the Company must pay the employee the base rate of pay for the ordinary hours they would have worked during the period of leave as an employee classified as a labourer or the average rate of pay for an employee classified as a pieceworker.

40.2 Evidence Supporting Claim:

The employee is only entitled to compassionate leave if the employee gives his or her employer any evidence that the Company reasonable required of the illness, injury or death.

40.3 Taking Compassionate leave:

An employee is entitled to take compassionate leave in a single unbroken period, in separate periods of 1 day or any separate period agreed between the employee and the Company. Where the employee is taking compassionate leave to spent time with a member of the employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.

40.4 Unpaid leave Entitlement:

The employee is entitled to take up to 2 days unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the Company.

41 PUBLIC HOLIDAYS

- 41.1 An employee, other than a casual employee, who is rostered to work on a day that falls on a public holiday, shall be entitled to payment on that day. If an employee is not rostered to work on the public holiday the employee is not entitled to payment under this clause.

Public holidays are:

41.1.1 New Year's Day; Australia Day; Good Friday; Easter Monday; Anzac Day; Labour Day; Sovereign's Birthday, Christmas Day, Boxing Day; and;

41.1.2 "Picnic day": as a day in lieu of the Union Picnic day to be taken each year on a day to be determined by the employer following the consultation mechanism described in this Agreement.

- 41.2 The public holidays, referred to in 41.1.1, will be observed on the actual day on which they fall and will not be subject to being proclaimed and/or gazetted by State, Federal or Local Government to be observed on another day.

- 41.3 Unless otherwise agreed, no work will be offered on New Year's Day, Good Friday, Easter Monday, Anzac Day, Christmas Day or Boxing Day.

- 41.4 Payment for Public Holidays
Subject to the provisions of clause 41.5:

41.4.1 When a Public Holiday falls on a day that is an employee's ordinary working day and the employee is not required to work, the employee shall be paid for the Public Holiday at their ordinary hourly rate or the piecework rate or pay, whichever applies, for the number of ordinary hours of work that the employee would have been required to work if the day had not been a Public Holiday.

- 41.5 Subject to agreement between the employer and an employee or the majority of employees in a section or sections of the Plant, another day may be substituted for any Public Holiday prescribed by clause 41.1.

42 JURY SERVICE & COMMUNITY SERVICE

The provision of Division 8, Part 2-2 of the *Fair Work Act 2009 (CTH.)* shall apply

43 PARENTAL LEAVE

The provisions of Division 5, Part 2-2 of the *Fair Work Act, (CTH) 2009* shall apply

44 ROSTERED DAY OFF (RDO)

44.1 Accruals –RDO Credits

RDO credits only occur when an employee, other than a Daily Hire employee, completes eight ordinary hours of work or 10 ordinary hours of work or when an employee fully completes the required production that is scheduled on any day. The completion of the eight ordinary hours worked or the full completion of scheduled production accrues 0.4 hours credit for eight hours shifts or 0.5 hours for 10 hour shifts for each day worked or pro-rata thereof for part-time or job share workers. No other time worked, or leave taken, accrues an RDO credit.

An employee may be granted an RDO as paid leave (for days or hours accrued) in the following circumstances:

44.1.1 Shortage of Stock day/s when notified by the employer;

44.1.2 Cashing-out at end-of-year – on application by the employee or as directed by the employer for RDO accruals in excess of 6 days;

44.1.3 In cases of a personal emergency.

44.2 Notwithstanding clause 44.1 above, the Company maintains the right to refuse such an application from an employee due to production requirements and shortages of suitably qualified replacement employees.

44.3 Accrued RDO leave is payable on termination of employment

44.4 RDO's are paid at the employee's average rate of pay, refer clause 3.3

44.5 The first 3 days RDO accrued in any year should be retained by the employee as accruals for shortage of stock circumstances.

44.6 Transfer to Daily Hire

Should an employee transfer to Regular Daily Employment as prescribed in clause 14.6, the accrued RDO balance may be cashed out at the current rate or remain accrued as leave but it shall be frozen at the current value.

PART 7 – WORK ORGANISATION

45 TRAINING

- 45.1 The Company is committed to establishing and maintaining an accredited training program that is specific to the needs of Wingham beef Exports and to ensure a safe, efficient and productive workforce.
- 45.2 In-house practical training will be provided, for Boners, Slicers and Slaughterers delivered by competent workplace trainers. Such training and associated events will be implemented as per the Company's Workplace Training policy.
- 45.3 Applications for in-house training will be considered by the employer and not be restricted to an employee's normal work area if a vacancy occurs in another department, allowing for advancement to all classification throughout the Plant. This will be subject to the normal training selection procedure.

46 WORK FLEXIBILITY

- 46.1 The parties agree that all efforts will be made to ensure the continuous operation of plant and machinery, but recognise that circumstances beyond the control of either party, including maintenance, may require temporary stoppages.

47 SPECIAL OCCASIONS

- 47.1 Where it is agreed between the Company and its employees that a Special Occasion exists and the Company and/or an individual or group of employees in a section requests that special arrangements be made, those arrangements are to be made to ensure that the Company's production requirements are not affected.
- 47.2 The parties to this Agreement agree that should arrangements be made under clause 47.1 that are otherwise contrary to any provision of this Agreement, their implementation will not be a breach of this Agreement and no claim shall be made by any employee or the Union for any additional or penalty payment that might otherwise apply as a result of the implementation of such an arrangement, provided that no arrangement shall be agreed under this clause which results in a contravention of the FWC's Annual Wage Review or the NES.

48 SELF REGULATION

- 48.1 It is the intention of the Company that with the commitment of its employees and through training and education to make the plant more self-regulated.
- 48.2 To this end and in accordance with this Agreement, the employees agree, that in the case of limited or reduced supervision, to continue to perform work to the required Company standard and accept responsibility for self-supervision.

49 CHANGE OF WORK STATION

- 49.1 Employees may alternate between stations only by agreement with the employer's representatives and on the basis that the employees concerned are competent in the Company's opinion to perform the tasks to which the employees wish to transfer.
- 49.2 In assessing requests to change work positions the major criteria shall be the continued performance of work to standards acceptable to the employer.

50 PERFORMANCE OF WORK

- 50.1 All work shall be performed to a standard of workmanship satisfactory to the employer.
- 50.2 No employee shall cease work without the permission of the employer before the finishing time fixed for the employee in accordance with the provisions of this Agreement, or before the completion of any overtime lawfully required to be worked pursuant to this Agreement.
- 50.3 The parties agree that there may, in future, be a need to alter arrangements in regard to such things as production levels, team numbers / manning levels, start and finish times, roster arrangements, and days on which the plant operates in order to meet production requirements. The introduction of any such changes will not be implemented without being fully discussed with the employees affected and/or the Consultative Committee, the Union delegate/s or the appropriate employee representative.

51. SHORTAGE OF STOCK CONDITIONS

- 51.1 Parties to this Agreement agree that stand down provisions shall apply under shortage of stock conditions when sufficient cattle is not available on any day or days due to seasonal factors and/or shortages of stock.
- 51.2 The Company will advise the Core Consultative Committee, wherever possible with 24 hours, that there will be no productions due to shortage of stock. Notices will be placed to advise employees, so affected.
- 51.3 Work will resume after these shortage of stock days in the normal manner and the normal shift times.
- 51.4 Employees shall use accrued RDO leave, or if RDO accrued leave is not available or annual leave in order to receive payment for these days at either full rates or otherwise by electing to use leave at a 50% rate or use personal leave credits provided a minimum balance of 15 days accrued leave is maintained.
- 51.5 During slack period of production RDO and annual leave may be utilized throughout departments with the goal of maintaining employment whilst achieving a reduced level of production. The Company following consultation with Union delegates may implement this provision.
- 51.6 Employees who will be required to work to maintain loadout, rendering or other functions will be advised of their requirement to work.

PART 8 – MISCELLANEOUS PROVISIONS

52 CLOTHING

- 52.1 The employer shall provide and launder, free of cost, clean outer clothing daily.
- 52.2 Protective clothing shall be issued, and replaced for wear and tear when necessary, and at the employer's discretion.
- 52.3 Clothing, head covering and personal protective clothing and equipment shall remain the property of the employer and shall be collected by the employee from and returned by the employee to a person or place specified by the employer in the employee's own time. If the employee fails to take reasonable care of or fails to return such clothing, head covering or protective clothing and equipment, the employer may recover from the employee concerned the value of any such item/s or may deduct the value of any such item/s from any moneys payable to the employee.

53 KNIVES & TOOLS OF TRADE

- 53.1 An employee employed as a Slaughterer, or as a Boner or Slicer, shall provide their knives and other tools of trade at their own expense, on the basis that full and adequate allowance therefore has been made in the ordinary rates of pay prescribed in this Agreement for such classifications.
- 53.2 Any knife or other tool provided by the employer shall remain the property of the employer, and shall be returned by the employee to the employer whenever required. If it is not so returned, the employer shall be entitled to recover from the employee concerned the cost of replacing it or to deduct such cost from any moneys payable to the employee.

54 WORKPLACE HEALTH & SAFETY

- 54.1 The employer and employees shall comply with the requirements of the Work Health and Safety Act 2011 and any amendment thereof, and with Regulations made under the said Act.
- 54.2 Employees shall comply with the employer's Workplace Health & Safety program and the relevant policies.
- 54.3 Employees shall ensure all work is performed in a safe and responsible manner with particular attention to housekeeping.
- 54.4 An employee who is supplied with protective equipment or material is required to wear or use it in such a way as to achieve the purpose for which it is supplied.
- 54.5 Employees may from time to time be required to undertake a health or physical assessment to ensure that the work requirements or the work environment will not adversely affect their well-being.

55. PERSONAL PROTECTIVE EQUIPMENT

- 55.1 Personal Protective Equipment will be supplied, free of costs, by the employer.
- 55.2 Employees who have been supplied with safety equipment shall wear and use such equipment in the required manner and will abide by all safety regulations and procedures required by the employers.
- 55.3 An employee applying for new gloves, aprons, boots, oil skins, or outer garments who fails to return these articles may not be entitled to a replacement/s at no costs.

56. MAKE-UP TIME

An employee may elect, with the consent of the employer, to take time off work at ordinary hours and to work those hours at a later time in order to make up for the time lost.

57. APPLICATION OF MODEL FLEXIBILITY CLAUSE

The Model Flexibility Clause, as set out in the Act, applies to this Agreement.

58. APPLICATION OF NATIONAL EMPLOYMENT STANDARDS

For clarity the National Employment Standards (NES) as set out in the Act apply to this Agreement. Where the NES are dealt with in the Agreement the purpose is to set out procedures for their operational implementation.

59. UNION MATTERS

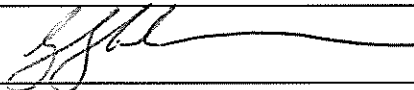
- 59.1 The Company recognises the Australasian Meat Industry Employee Union (Newcastle and Northern Branch) as the Union with representational rights of employees covered by this Agreement who are members of the Union.
- 59.2 At the point of a new employee Induction program, the Company will allow an on-site union delegate to meet and present (in the presence of a Company officer) an application to join the Union - as a matter of free choice - and to assist new employees to transition into the workplace by providing relevant information and advice.
- 59.3 The onsite delegate/s will be provided with a locker for storing Union papers.
- 59.4 Trade Union Training:
 - 59.4.1 Employees who are union members and have been an elected delegate for not less than 3 months shall be entitled to a maximum of 2 days paid leave per year to attend Trade Union Training.

- 59.5.2 The Company will be consulted on the nature and content of the course and the granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
- 59.5.3 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 matters.

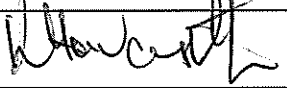
60 SIGNATORIES TO THE AGREEMENT

60.1 The Company

Signed for and on behalf of **Wingham Beef Exports Pty Limited**
ABN 19 002 954 789

Signed:	
Name:	GRANT COLEMAN
Position:	GENERAL MANAGER
Address:	1295 GLOUCESTER ROAD WINGHAM 2429
Date:	4 AUGUST 2014

Witnessed By

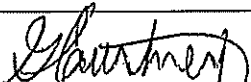
Signed:	
Name:	BOB HOWARTH
Position:	HR MANAGER
Address:	1295 GLOUCESTER ROAD WINGHAM 2429
Date:	4 AUGUST 2014

Wingham Beef Exports Pty Limited - Enterprise Agreement, 2014

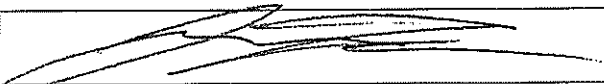
60.2 The Union

Signed for and on behalf of The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch

ABN 65 730 047 738

Signed:	
Name:	Grant Courtney
Position:	Branch Secretary
Address:	34 Union St Newcastle West
Date:	4th August 2014

Witnessed By

Signed:	
Name:	JASON ROE
Position:	ORGANISER
Address:	34 UNION ST NEWCASTLE WEST
Date:	4th AUGUST 2014.

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).