



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Northern Co-operative Meat Co. Ltd**  
(AG2012/8633)

### **NORTHERN CO-OPERATIVE MEAT COMPANY LTD - CASSINO FOOD PROCESSING ENTERPRISE AGREEMENT 2012**

Meat Industry

COMMISSIONER RIORDAN

SYDNEY, 7 DECEMBER 2012

*Application for approval of the Northern Co-operative Meat Company Ltd - Cassino Food Processing Enterprise Agreement 2012.*

[1] An application has been made for approval of an enterprise agreement known as the *Northern Co-operative Meat Company Ltd - Cassino Food Processing Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Northern Co-operative Meat Company Ltd (the applicant). The Agreement is a single-enterprise agreement.

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

[3] The Australasian Meat Industry Employees Union Newcastle and Northern Branch (the Union) has given notice under s.183 of the Act that they wish to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date of the Agreement is three years after the date of approval.

[5] Fair Work Australia received correspondence dated 28 November 2012, which included further material in support of the application together with Undertakings made by and duly signed by the HR Manager at the Northern Co-operative Meat Company Ltd proposed to FWA pursuant to s.190 of the Act (the Undertakings).

[6] I am prepared to accept the Undertakings. As provided by s.191 of the Act, the Undertakings are taken to be terms of the Agreement. I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.



## Undertakings



### **NORTHERN CO-OPERATIVE MEAT COMPANY LTD**

ABN: 42 060 208 366  
10615 Summerland Way, (PO Box 379), Casino NSW 2470, Australia  
Telephone (02) 66 622444 .email rick\_standing@cassino.com.au Facsimile (02) 66 622391

28<sup>th</sup> November 2012

Commissioner Riordan  
Fair Work Australia  
Level 8, Terrace Tower,  
80 William Street,  
East Sydney, 2011

**Re: AG20112/8633- Application for approval of the Northern CO-operative Meat Company Ltd-Cassino Food Processing Enterprise Agreement 2012**

Dear Commissioner Riordan,

The Northern Co-operative Meat Company Ltd (NCMC) gives an undertaking that the following clause of the Northern Co-operative Meat Company Ltd Enterprise Agreement 2012 will be amended and replaced with the wording specified in the following clause:

**26 ORDINARY AND USUAL HOURS OF WORK**

26.1 Subject to Part 3 and Part 5 of this Agreement a full time employee must work 38 ordinary hours of work plus 2 additional hours per week. The usual hours of work are 40 hours per week or 8 hours per day when the usual hours are worked on a five day roster. Both parties agree that the additional hours are reasonable and agree to 40 usual hours of work per week.

Regards,

A handwritten signature in black ink, appearing to read "Rick Standing".

Rick Standing.

HR Manager  
Northern Co-operative Meat Company Ltd  
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Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



# **CASSINO FOOD PROCESSING**

## **Enterprise Agreement**

**2012**

16<sup>th</sup> October 2012

## **PART 1 - APPLICATION AND OPERATION OF AGREEMENT**

### **1 AGREEMENT TITLE**

This Agreement shall be known as the Northern Co-Operative Meat Company Ltd - Cassino Food Processing Enterprise Agreement 2012.

### **2 TABLE OF CONTENTS**

<b>PART 1 - APPLICATION AND OPERATION OF AGREEMENT .....</b>	<b>1</b>
1 AGREEMENT TITLE .....	1
2 TABLE OF CONTENTS .....	1
3 FOCUS ON FOOD SAFETY PROCESSING AND QUALITY .....	3
4 DEFINITIONS .....	3
5 DATE AND PERIOD OF OPERATION .....	5
6 APPLICATION OF AGREEMENT .....	5
7 NATIONAL EMPLOYMENT STANDARDS .....	5
8 NO EXTRA CLAIMS .....	5
<b>PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION .....</b>	<b>6</b>
9 CONSULTATIVE COMMITTEE .....	6
10 SETTLEMENT OF DISPUTES PROCEDURE .....	6
<b>PART 3 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS .....</b>	<b>9</b>
11 FORMS OF EMPLOYMENT .....	9
12 PART-TIME EMPLOYEE .....	9
13 CASUAL EMPLOYEE .....	9
14 JUVENILES .....	9
15 CONDITIONS OF EMPLOYMENT .....	10
16 TERMINATION AND SUSPENSION .....	11
17 DISCIPLINARY PROCEDURES .....	12
18 CONSULTATION - INTRODUCTION OF CHANGE .....	12
19 NOTICE OF TERMINATION AND REDUNDANCY PAY .....	13
20 WORKPLACE FLEXIBILITY .....	15
<b>PART 4 - WAGES &amp; RELATED MATTERS .....</b>	<b>17</b>
21 WAGE RATES .....	17
22 GENERAL ALLOWANCES .....	18
23 OCCUPATIONAL SUPERANNUATION .....	20
24 TRANSFER TO OTHER DEPARTMENTS AND MIXED FUNCTIONS .....	21
25 PAYMENT OF WAGES .....	22
<b>PART 5 - HOURS OF WORK, BREAKS, OVERTIME AND WEEKEND WORK .....</b>	<b>23</b>
26 ORDINARY AND USUAL HOURS OF WORK .....	23
27 MEAL BREAKS, SMOKOS AND LAPPIS FOR OTHER THAN SHIFT WORKERS .....	27
28 LEISURE TIME CREDITS (RDO) .....	28
29 OVERTIME .....	29
<b>PART 6 - LEAVE ARRANGEMENTS .....</b>	<b>31</b>
30 ANNUAL LEAVE .....	31
31 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE .....	32
32 LONG SERVICE LEAVE .....	33
33 PUBLIC HOLIDAYS .....	33
34 PARENTAL LEAVE AND RELATED ENTITLEMENTS .....	34
35 COMMUNITY SERVICE LEAVE .....	34
<b>PART 7 - MISCELLANEOUS PROVISIONS .....</b>	<b>35</b>
36 REDUCED PRODUCTION .....	35
37 SHORTAGE OF LIVESTOCK .....	35
38 SLAUGHTER FLOOR EMPLOYEES .....	36
39 BONING ROOM EMPLOYEES .....	37
40 LOST INCENTIVE PAYMENTS .....	38
41 SPECIAL OCCASIONS .....	38
42 CHANGES TO WORK STATIONS .....	38
43 REGULATION OF CONVEYORS/RATE OF WORK .....	38

44	CLOTHING PROVIDED BY EMPLOYER.....	39
45	SCHEDULE A – CLASSIFICATION STRUCTURE .....	40
46	SCHEDULE B.....	50
47	SIGNATORIES TO THE AGREEMENT .....	51

### **3 FOCUS ON FOOD SAFETY PROCESSING AND QUALITY**

- 3.1 This agreement was developed to help the Northern Co-operative Meat Company Limited and employees of the co-operative to meet the challenges of the future. This agreement also acknowledges the history and culture of the Northern Co-Operative Meat Company Limited.
- 3.2 The Northern Co-operative Meat Company Limited is one of Australia's leading meat processing companies. The company is a recognised export establishment and has attained very high food safety and quality standards, which has been instrumental in securing export registration to major world destinations - USA, Canada, Asia, and Europe. The Northern Co-Operative Meat Company Limited is committed to providing safe and wholesome food.
- 3.3 The co-operative operates its business on a fee for service basis, the consequence of this is that our existence depends totally on our ability to meet or exceed our customer's expectations. This means that we have to meet all food safety and quality standards in addition to specific customer requirements, and must do so at a competitive price. This requires a strong commitment from management and all employees to do their job as required.
- 3.4 This agreement strives to lift the standards even higher and in so doing, further enhance the reputation of the business.

### **4 DEFINITIONS**

- 4.1 "Act" shall mean the Fair Work Act 2009.
- 4.2 "Actual working time" shall mean the same as the "usual hours of work" as defined by clause 4.22.
- 4.3 "Base Hourly Rate" shall mean the base hourly rate as prescribed by clause 21.1.
- 4.4 "Double Time"
  - 4.4.1 Double time for non-production overtime shall mean the employee's base hourly rate increased by 100%.
  - 4.4.2 Double time for production overtime shall mean the employee's ordinary hourly rate increased by 100%.
- 4.5 "Employee" shall mean an employee to which this Agreement applies as follows:-
  - 4.5.1 A slaughterman and knifehand level 2 who is integral to the slaughtering chain/s shall mean a slaughterman and a knifehand level 2, who is a member of a slaughtering team and who is paid in accordance with a payment by results scheme as provided by clause 21.2 of this Agreement.
  - 4.5.2 A boner and/or slicer who is integral to the boning chain/s shall mean a boner and or slicer who is a member of a boning and slicing team and who is paid in accordance with a payment by results scheme as provided by clause 21.2 of this Agreement.
  - 4.5.3 An employee who is integral to the slaughtering chain shall mean, a timework employee who is employed on the slaughter floor as a slaughter floor follow-on employee, and an employee employed in the following slaughter floor departments, red, green and white offal rooms, condemn room, pet-food room, slaughter floor chiller hands and yards stockmen working on the race feeding the slaughter floor/s.
  - 4.5.4 An employee who is integral to the boning chain/s shall mean, a timework employee who is employed in the boning room as a boning room follow-on employee, and an employee employed in the following departments; boning room chiller hands, freezer/loadout, further processing (VA) and dicing room.
  - 4.5.5 "All others" shall mean any other timework employee who is employed in any classification which does not fall within the definitions prescribed by clauses 4.5.1, 4.5.2, 4.5.3 and 4.5.4, including day and night cleaners, by-products, yards stockmen not working on the slaughter floor race, chillers and loaders, rail cleaners and laundry.

- 4.6 "Employee Representative" shall mean an elected employee representative member of the Consultative Committee, union delegate or person of their choice.
- 4.7 "Employer" and/or "Company" shall mean the Northern Co-Operative Meat Company Ltd, ABN 42 060 208 366.
- 4.8 "Employer Representative" shall mean a nominated employer representative member of the Consultative Committee.
- 4.9 "Ordinary Daily Rate of Pay" or "Ordinary Daily Rate" for a five day week shall mean the ordinary daily rate as prescribed by clause 21.1 of this Agreement.
- 4.10 "Ordinary Hourly Rate of Pay" and/or "Ordinary Hourly Rate" shall mean the ordinary hourly rate as prescribed in clause 21.1 of this Agreement.
- 4.11 "Ordinary Hours of Work" or "Ordinary Working Hours" shall mean the same as the "usual hours of work" as prescribed by clause 26 of this Agreement.
- 4.12 "Ordinary Time Earnings" shall mean earnings as defined in clause 30.3.2 in this Agreement.
- 4.13 "Ordinary Weekly Rate" or "Ordinary Weekly Wage Rate" shall mean the ordinary weekly rate as prescribed clause 21.1 of this Agreement.

The ordinary weekly wage rates incorporate all award, over award and non-award payments which might otherwise be payable.

Without limiting the generality of this definition, the ordinary weekly wage rate is payable in lieu of any and all other entitlements by way of wages for the employee's relevant usual hours of work, allowances, tallies, loadings, Special Rates and Disability Allowances provided for in any previous Award, previous Agreement or the Act, and all site disabilities not provided for in any previous Award or Agreement.

4.14 "Overtime"

4.14.1 Non-production overtime

All overtime, other than overtime as defined in clause 4.14.2, shall be deemed to be non-production overtime and calculated on the employee's relevant base hourly rate as prescribed by clause 21.1 of this Agreement.

4.14.2 Production overtime

For the equivalent time that employees as defined in clause 4.5.1 and/or boner/s as defined in clause 4.5.2 are performing overtime in accordance with clause 29, all work performed by slicer/s as defined in clause 4.5.2 and the relevant follow on employees as defined in clauses 4.5.3 or 4.5.4 or 4.5.5 shall be regarded as production overtime and calculated on the employee's relevant ordinary hourly rate as prescribed by clause 21.1 of this Agreement.

- 4.15 "Roster" shall mean the period (day/s) in a week during which an employee is required to perform their usual hours of work.
- 4.16 "Timeworker/Timework employee" is an employee as defined in clauses 4.5.3, 4.5.4 and 4.5.5.
- 4.17 "Termination" and/or "Termination of Employment" unless otherwise prescribed includes both the termination of employment and the termination of engagement of an employee.
- 4.18 "Time and one half"
- 4.18.1 Time and one half for non-production overtime shall mean the employee's base hourly rate increased by 50%.
- 4.18.2 Time and one half for production overtime shall mean the employee's ordinary hourly rate increased by 50%.



- 4.19 "Time plus 75%" shall mean the employee's base hourly rate increased by 75%.
- 4.20 "Union" shall mean The Australasian Meat Industry Employees' Union and/or The Australasian Meat Industry Employees' Union – Newcastle and Northern Branch.
- 4.21 "Union representative" shall mean a sectional delegate duly elected by employees within that section.
- 4.22 "Usual hours of work" are as prescribed by clause 26 of this Agreement.
- 4.23 "Week" shall mean Monday to Sunday inclusive.

## **5 DATE AND PERIOD OF OPERATION**

This Agreement will start to operate on the seventh day after the date of its approval by Fair Work Australia and shall have a nominal expiry date three (3) years thereafter.

## **6 APPLICATION OF AGREEMENT**

- 6.1 This Agreement is made in accordance with the provisions of the Fair Work Act 2009 and except as prescribed by clause 6.3 hereof, applies to the Northern Co-Operative Meat Company Ltd and all its employees for whom rates of pay and general conditions of employment are prescribed herein who are employed at its export food processing establishment located at 10615 Summerland Way, Casino, New South Wales.
- 6.2 On approval of this Agreement by Fair Work Australia of this Agreement, this Agreement will also apply to the Australasian Meat Industry Employees Union – Newcastle and Northern Branch.
- 6.3 This Agreement applies in substitution for all prior Agreements and any modern Award covering the Company and its employees mentioned in clause 6.1 but is subject to the National Employment Standards.
- 6.4 Any right, obligation or liability accrued or incurred by the employer or the employee in accordance with the provisions of any Award or Agreement superseded by this Agreement shall retain their monetary value as at the date this Agreement comes into operation.  
Any such right, obligation or liability accrued or incurred subsequent to this Agreement coming into operation shall be accrued or incurred in accordance with the revised conditions of employment resulting from this Agreement.
- 6.5 This Agreement does not cover nor does it apply to any employee of the Company who is engaged in managerial, supervisory, administrative, clerical, repair and maintenance, refrigeration, canteen and tannery duties, nor to any employee employed by the Northern Co-operative Meat Company Ltd trading as Casino Hide Tanners.

## **7 NATIONAL EMPLOYMENT STANDARDS**

This Agreement contains references to Divisions 5, 7, 8 and 11 of Part 2-2 of the National Employment Standards (NES) contained in the Fair Work Act 2009. In the event that any of these legislative provisions referred to are repealed, the legislated provisions immediately in force before such repeal shall continue to apply until the nominal expiry date of this Agreement as if they were still in force.

## **8 NO EXTRA CLAIMS**

It is agreed that prior to the nominal expiry date of this Agreement:

- 8.1 No person covered by 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.

For the purpose of clarity, proposals for the making of an Individual Flexibility Arrangement under clause 20 of this Agreement and proposals for the Methods of Arranging the Usual Hours of Work under clause 26.13 shall not be considered extra claims for the purposes of this clause.

## **PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **9 CONSULTATIVE COMMITTEE**

#### **9.1 Name of Committee:**

Northern Co-Operative Meat Company Ltd – Cassino Consultative Committee.

#### **9.2 Membership**

The Consultative Committee shall have an agreed number of employer and employee representatives.

##### **9.2.1 Employer and employee representatives:**

Employer representatives shall be nominated by the employer.

Employee representatives will be elected by employees to whom this Agreement applies.

#### **9.3 Sub-committees**

Employee representatives shall appoint four members to represent employees at the regular Consultative Committee meetings.

The Consultative Committee may also appoint special purposes sub-committees to collect information, assess issues and provide reports for consideration by the Consultative Committee and or the employer.

#### **9.4 Tenure of Office**

Unless otherwise decided by a General Meeting of employees, each employee member of the Committee will hold office until six (6) months prior to the nominal expiry date of this Agreement.

Employer representatives may be appointed or changed as determined from time to time by the Company.

A person shall cease to be a member of the Consultative Committee once their employment with the Company is terminated.

#### **9.5 Confidentiality**

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 Consultative Committee member is obliged to respect and keep this confidentiality.

#### **9.6 Agreements Entered Into**

Any Agreements, including production Agreements, entered into and signed by the Consultative Committee, the Company and the Union shall be binding on the parties, provided that no Agreement shall have any 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 a Enterprise Agreement.

### **10 SETTLEMENT OF DISPUTES PROCEDURE**

#### **10.1 If a dispute relates to:**

10.1.1 a matter arising under this Agreement; or

10.1.2 the National Employment Standards;

this clause sets out procedures to settle the dispute.

- 10.2 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 or Union official.
- 10.3 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 relevant supervisors and/or management.
- 10.4 If discussions at the workplace level do not resolve the dispute the matter must then be discussed between the Chief Executive Officer of the Company's Cassino food processing establishment and either the Newcastle and Northern Branch or Assistant Newcastle and Northern Branch Secretary of the Union.
- If those discussions do not resolve the dispute a party to the dispute may refer the matter to Fair Work Australia.
- 10.5 Provided discussions have taken place in accordance with clause 10.4, Fair Work Australia may deal with the dispute in two stages:
- 10.5.1 Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 10.5.2 If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:
- 10.5.2.1 arbitrate the dispute; and
- 10.5.2.2 make a determination that is binding on the parties.
- 10.5.3 A decision that Fair Work Australia makes when arbitrating a dispute is a decision that either party to the dispute may appeal to a full bench of Fair Work Australia.
- 10.5.4 Fair Work Australia may do any of the following in relation to an appeal;
- 10.5.4.1 confirm, quash or vary the decision;
- 10.5.4.2 make a further decision in relation to the matter that is the subject of the appeal;
- 10.5.4.3 refer the matter that is the subject of the appeal to a Fair Work Australia Member (other than a Minimum Wage Panel Member) and;
- require the Fair Work Australia Member to deal with the subject matter of the decision; or
- require the Fair Work Australia Member to act in accordance with the directions of Fair Work Australia.
- 10.5.4.4 The parties to the dispute agree to be bound by a decision made by a Full Bench of Fair Work Australia in accordance with this clause.
- 10.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- 10.6.1 From the moment a dispute or grievance is raised in accordance with this clause, the status quo will apply for a period of five working days and work shall continue normally, in accordance with the terms of this Agreement, without any stoppage of work, ban, limitation or restriction. For the purposes of this clause the term "status quo" shall mean the situation which existed immediately prior to the dispute or the matter which gave rise to the dispute.
- 10.6.2 If the dispute or grievance is not resolved in the five day status quo period prescribed by clause 10.6.1 each employee must perform their work in accordance with the direction of

the employer, unless they have a reasonable concern about an imminent risk to their health or safety; and

10.6.3 An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

10.6.3.1 the work is not safe; or

10.6.3.2 applicable occupational health and safety legislation would not permit the work to be performed; or

10.6.3.3 the work is not appropriate for the employee to perform; or

10.6.3.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

10.7 Where a meeting is called and approved by the employer, employee's shall be paid for that meeting at their base hourly rate as prescribed by clause 21.1 of this Agreement as follows:

10.7.1 For a meeting called by the employer to advise or inform employees (departmental or total workforce) of a specific matter.

10.7.2 For a meeting of no more than 20 minutes duration called by the general delegate which must be approved by the employer to update employees on matters related to their employment. The employer shall not pay for any meeting time that exceeds 20 minutes unless the equivalent time is made up.

10.7.3 For a meeting of no more than 20 minutes duration called by an official of the AMIEU which must be approved by the employer to update employees on matters related to their employment. The employer shall not pay for any meeting time that exceeds 20 minutes unless the equivalent time is made up.

10.7.4 In the event of any meeting, it is acknowledged by the parties that every effort will be made to minimise the impact on production and earnings. Employees should move promptly to and from meetings.

### **PART 3 - EMPLOYER AND EMPLOYEE DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

#### **11 FORMS OF EMPLOYMENT**

Except as elsewhere prescribed by this Agreement, an employee shall be engaged either as a full time, part-time or casual and each employee shall be notified at the beginning of employment and before commencing work whether the employee is a full time, part-time or casual employee.

#### **12 PART-TIME EMPLOYEE**

12.1 The provisions of clause 15 shall apply to a part-time employee provided that the part-time employee shall:

- 12.1.1 Work less than 40 usual hours of work each week; and
- 12.1.2 Have reasonably predictable hours of work of not less than four consecutive hours per day or shift; and
- 12.1.3 Receive on a pro rata hourly basis, equivalent pay and conditions to those of a full-time employee who does the same work; and
- 12.1.4 The terms of any agreement concerning part-time employment or any variation to it shall be in writing and retained by the employer; and
- 12.1.5 A copy of the agreement and any variation to it shall be made available and be provided to the employee by the employer.

#### **13 CASUAL EMPLOYEE**

13.1 A casual employee is an employee employed by the hour and whose employment terminates at the conclusion of each period of employment.

13.2 A casual employee maybe employed for a minimum of 4 hours per day or shift.

13.3 Unless otherwise prescribed, the terms and conditions of this Agreement shall apply to a casual employee provided that the following provisions shall apply to a casual employee in lieu of other relevant provisions of this Agreement.

- 13.3.1 The usual 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.
- 13.3.2 The ordinary hourly rate of pay for a casual employee shall be calculated as follows:-

The relevant ordinary hourly rate as prescribed by clause 21.1 increased by a 22% loading. The 22% loading shall be calculated on the employee's base hourly rate and is paid in lieu of any and all forms of leave provided by Part 6 of this Agreement.

#### **14 JUVENILES**

14.1 Notwithstanding anything otherwise prescribed in this Agreement, any juvenile eighteen years of age or over may be employed under any classification in this Agreement, and provided that the juvenile is able and willing and is required to perform the full range of work covered by the classification shall be entitled to the adult rate appropriate to the classification.

14.2 A juvenile, other than a juvenile provided for under clause 14.1, employed in any classification in this Agreement shall be paid the following ordinary weekly wage rate.

<u>Years of Age</u>	<u>Per week</u>
15 and 16 years of age	\$400.00
17 and 18 years of age	\$640.00
19 years of age	\$680.00
20 years of age	Adult rate

- 14.3 A juvenile under eighteen years of age may be employed in any classification of this Agreement on work suitable for a juvenile under eighteen years of age, including (without limiting the generality of the foregoing) work involving the use of a knife or chopper, but no person under the age of sixteen years may be employed on the slaughter-floor.
- 14.4 Except as provided in this clause, the terms and conditions prescribed by this Agreement shall apply to juveniles as well as adults.

## **15 CONDITIONS OF EMPLOYMENT**

- 15.1 Each employee shall carry out all work as required which is within their skill and competence to a standard of workmanship satisfactory to the employer.
- 15.2 An employee shall perform such work as the employer may from time to time require and, subject to this Agreement, shall perform it at such times as the employer may require.
- 15.3 If work is held up for any reason whatsoever, an employee shall, at the request of the employer, resume work so as to complete all tasks commenced to avoid any loss of product.
- 15.4 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.
- 15.5 In the event of employee/s ceasing work without the permission of the employer, whether during the employee/s usual hours of work or during overtime, they shall first complete the processing of products which may deteriorate, the safe storing of all perishable goods and products, and the normal cleaning up of the department or section.
- 15.6 The manning structure of level 1 employees is a vital part of the production teams (boning & slaughtering) and will be agreed in consultation with the employees. However, it is recognised that the general manning of support labour in departments is a day to day situation and is subject to the vagaries of work load, product specification, safety and working hours; the employer will consult with employees in the department.
- 15.7 In consideration of the rights conferred on an employee by this Agreement, such employee shall attend and offer for work 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 the terms and conditions of this Agreement.
- 15.8 An employee shall be deemed to be on unauthorised absence from work, on any day on which the employee is required to attend and offer for work, if the employee fails to attend and offer for work at the normal starting time, or fails to accept the work offered on that day, or if, having accepted work, is absent therefrom.
- 15.9 An employee not attending for or not performing their duty shall, except where otherwise expressly provided in this Agreement, shall be deemed to have taken unauthorised absence for that period and the employee shall not be entitled to any payment for the actual time of such non-attendance or non-performance.
- 15.10 In cases where an employee will be absent from work for any reason:
- 15.10.1 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 nature of the injury or illness or absence and the estimated duration of the absence, and
- 15.10.2 If it is not practicable to notify the employer under clause 15.10.1 prior to commencement, the employee shall notify the employer as soon as practicable thereafter; and
- 15.10.3 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

15.10.4 The employee shall notify the employer of the employee's intention to resume work after an absence, no later than midday on the working day before the day of intended resumption of work; and

Should the employee attend and offer for work after any such absence without first advising the employer in accordance with the requirements of clause 15.10, the employer shall not be obliged to engage such employee on that particular day and the employee shall not be entitled to payment for that day if they are not engaged.

15.11 The employer shall have the right to deduct payment for any day or portion thereof during which the employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee.

The employer shall have the right to deduct payment for any day during which an employee cannot be usefully employed because of any strike or through any breakdown of machinery or interruption in the essential services excluding the availability of livestock for any reason.

Notwithstanding the provisions of this clause 15.11, the employer at its discretion, may implement clause 36 – Reduced Production and/or clause 37 – Shortage of Livestock of this Agreement.

15.12 When an employee performs any work within any of the classifications in this Agreement so that the employee and/or the employer would be bound by this Agreement and if such employee is required to perform work which does not constitute a major and substantial part of the employee's work, then the employee and the employer shall be bound by this Agreement, notwithstanding the fact that the said work does not constitute a major and substantial part of the employee's work.

15.13 An employee shall, upon entering or leaving the premises, allow the contents of any baggage or such similar articles in the employee's possession to be searched by an officer of the Company or a Company nominee, upon the request of such officer or nominee.

## **16 TERMINATION AND SUSPENSION**

### **16.1 Termination**

A full time employee and a part-time employee shall be paid by the week, and except in the case of misconduct, justifying summary dismissal, the employee's employment may be terminated by either party giving to the other, the appropriate notice as prescribed by the termination of employment provisions of this Agreement, or unless otherwise agreed between the employer and employee by payment or forfeiture of pay in lieu thereof.

### **16.2 Summary Termination**

16.2.1 The employer shall have the right to summarily terminate the employment of an employee.

16.2.2 A summary termination shall take effect immediately and wages shall be paid up to the time of the termination only.

### **16.3 Suspension**

The employer may suspend an employee for any period not exceeding 10 (ten) working days for malingering, inefficiency, neglect of duty or misconduct or for any other misdemeanour, such as but not limited to, unsatisfactory attendance or unsatisfactory performance.

### **16.4 Employee Representation**

If requested by the employee concerned, one representative of the employee's choice may be present with the employee during discussions regarding suspension or termination.

The employee representative may include either a Consultative Committee representative, or a Union delegate, or a Union official.

**16.5 Employer Rights Not Affected**

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

**17 DISCIPLINARY PROCEDURES**

17.1 A disciplinary warning will remain current on the employee's personnel file for a period of eighteen months from the date the warning was issued. Therefore a further breach of company policy or procedures within eighteen months of the disciplinary warning will result in the suspension of employment.

17.2 Details of a suspension of employment will remain on the employee's personnel file for a period of two years from the date the suspension commenced. Therefore, if a further breach of company policy or procedure results in disciplinary action being undertaken, then the employee's employment may be terminated.

**18 CONSULTATION – INTRODUCTION OF CHANGE**

18.1 This clause applies if:

18.1.1 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

18.1.2 the change is likely to have a significant effect on employees of the enterprise.

18.2 The employer must notify the relevant employees of the decision to introduce the major change.

The relevant employees may appoint a representative for the purposes of the procedures in this clause.

18.3 The employer must recognise the representative if;

18.3.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

18.3.2 the employee or employees advise the employer of the identity of the representative;

18.4 As soon as practicable after making its decision, the employer must:

18.4.1 discuss with the relevant employees:

18.4.1.1 the introduction of the change; and

18.4.1.2 the effect the change is likely to have on the employees; and

18.4.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

18.5 for the purposes of the discussion provide, in writing, to the relevant employees:

18.5.1 all relevant information about the change including the nature of the change proposed; and

18.5.2 information about the expected effects of the change on the employees; and

18.5.3 any other matters likely to affect the employees.

18.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

18.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.



18.8 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 clauses 18.2, 18.3, 18.4 and 18.5 are taken not to apply.

18.9 In this clause, a major change is likely to have a significant effect on employees if it results in:

- 18.9.1 the termination of the employment of employees; or
- 18.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- 18.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- 18.9.4 the alteration of hours of work; or
- 18.9.5 the need to retrain employees; or
- 18.9.6 the need to relocate employees to another workplace; or
- 18.9.7 the restructuring of jobs.

18.10 In this clause, relevant employees means the employees who may be affected by the major change.

## **19 NOTICE OF TERMINATION AND REDUNDANCY PAY**

### **19.1 Notice of termination**

Notice of termination is as prescribed by Division 11 of Part 2-2 of the Fair Work Act 2009.

19.1.1 The period of notice is as follows:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

19.1.2 Notice of termination by an employee

Unless otherwise agreed between the employer and an employee, the notice of termination required to be given by an employee is the same as that required of the employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the National Employment Standards, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

19.1.3 Job search entitlement

Where the employer has given notice of termination to an employee, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## 19.2 Redundancy Pay

Redundancy pay is as prescribed by Division 11 of Part 2-2 of the Fair Work Act 2009 provided that the following scale of payments shall apply in lieu of that contained in Section 119(2) of the Fair Work Act 2009.

- 19.2.1 Where an employee is under 45 years of age, as at the date of the employee's termination, the employer shall pay the employee in accordance with the following scale:

<u>Years of Service</u>	<u>Under 45 Years of Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- 19.2.2 Where an employee is 45 years of age or over, as at the date of the employee's termination, the employer shall pay the employee in accordance with the following scale:

<u>Years of Service</u>	<u>45 Years of Age and Over Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- 19.2.3 A weeks pay shall be calculated at the employee's base hourly rate of pay as prescribed by clause 21.1 of this Agreement as at the date of the employee's termination.

### 19.2.4 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 weekly rate of pay and the ordinary weekly rate of pay for the number of weeks of notice still owing.

### 19.2.5 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 19.2 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice as prescribed by clause 19.1.

### 19.2.6 Job search entitlement

19.2.6.1 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.

19.2.6.2 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.

- 19.2.6.3 The entitlement prescribed by this clause 19.2.6 applies in lieu of that provided by clause 19.2.3.

**19.3 Permanent Close-down of Meat Processing Establishment.**

- 19.3.1 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.
- 19.3.2 In circumstances where 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 was terminated on the last day that the plant actually operated prior to such closure.
- 19.3.3 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.
- 19.3.4 Week's pay means the ordinary weekly rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
  - penalty rates;
  - disability allowances;
  - shift allowances;
  - special rates;
  - fares and travelling time allowances;
  - bonuses; and
  - any other ancillary payments of a like nature.

**20 WORKPLACE FLEXIBILITY**

- 20.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- 20.1.1 the agreement deals with one or more of the following matters:
- 20.1.1.1 arrangements about when work is performed;
  - 20.1.1.2 overtime rates;
  - 20.1.1.3 penalty rates;
  - 20.1.1.4 allowances;
  - 20.1.1.5 leave loading; and
- 20.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 20.1.1 and
- 20.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 20.2 The employer must ensure that the terms of the individual flexibility arrangement:
- 20.2.1 are about permitted matters under the Fair Work Act 2009; and
  - 20.2.2 are not unlawful terms under the Fair Work Act 2009; and
  - 20.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

20.3  
20.4  
20.5

- 20.6 The employer must ensure that the individual flexibility arrangement:
- 20.6.1 is in writing; and
  - 20.6.2 includes the name of the employer and employee; and
  - 20.6.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 20.6.4 includes details of:
    - 20.6.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
    - 20.6.4.2 how the arrangement will vary the effect of the terms; and
    - 20.6.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - 20.6.5 states the day on which the arrangement commences.
- 20.7 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 20.8 The employer or employee may terminate the individual flexibility arrangement:
- 20.8.1 by giving no more than 28 days written notice to the other party to the arrangement; or
  - 20.8.2 if the employer and employee agree in writing — at any time.

**PART 4 - WAGES & RELATED MATTERS****21 WAGE RATES**

21.1 The ordinary rates of pay prescribed by this clause include provision for a number of allowances and leisure time credits as follows:

- The value of five leisure time credit days off
- The value of knife allowances
- The TP bonus rate allowance
- The TP slaughter person's allowance
- The loaders allowance
- The quarterly bank fee

The ordinary rates of pay for full time adult employee classified according to the structure set out in Schedule A – Classification Structure are effective seven days after the date of approval by Fair Work Australia as follows:

**21.1.1**

Classification	Ordinary Weekly Rate	40 hrs per week		5 Day Week
		Base Hourly Rate	Ordinary Hourly Rate	Ordinary Daily Rate
Level 1	\$777.1638	\$19.4291	\$19.4291	\$155.4328
Level 2	\$717.6422	\$17.9411	\$17.9411	\$143.5284
Level 3	\$871.8960	\$17.4898	\$21.7974	\$174.3792
Level 4	\$828.2400	\$17.4898	\$20.7060	\$165.6480
Level 5	\$810.6960	\$17.2130	\$20.2674	\$162.1392
Level 6	\$786.6240	\$17.2130	\$19.6656	\$157.3248
Level 7	\$765.8160	\$17.2130	\$19.1454	\$153.1632
Level 8	\$734.4000	\$16.5138	\$18.3600	\$146.8800
Level 9	\$714.0000	\$16.0548	\$17.8500	\$142.8000

21.1.2 From the first pay period commencing 12 months on or after the increase in 21.1.1.

Classification	Ordinary Weekly Rate	40 hrs per week		5 Day Week
		Base Hourly Rate	Ordinary Hourly Rate	Ordinary Daily Rate
Level 1	\$800.4788	\$20.0120	\$20.0120	\$160.0958
Level 2	\$739.1715	\$18.4793	\$18.4793	\$147.8343
Level 3	\$898.0529	\$18.0145	\$22.4513	\$179.6106
Level 4	\$853.0872	\$18.0145	\$21.3272	\$170.6174
Level 5	\$835.0169	\$17.7294	\$20.8754	\$167.0034
Level 6	\$810.2227	\$17.7294	\$20.2556	\$162.0445
Level 7	\$788.7905	\$17.7294	\$19.7198	\$157.7581
Level 8	\$756.4320	\$17.0092	\$18.9108	\$151.2864
Level 9	\$735.4200	\$16.5364	\$18.3855	\$147.0840

21.1.3 From the first pay period commencing 12 months on or after the increase in 21.1.2.

Classification	Ordinary Weekly Rate	40 hrs per week		5 Day Week
		Base Hourly Rate	Ordinary Hourly Rate	Ordinary Daily Rate
Level 1	\$824.4931	\$20.6123	\$20.6123	\$164.8986
Level 2	\$761.3466	\$19.0337	\$19.0337	\$152.2693
Level 3	\$924.9945	\$18.5550	\$23.1249	\$184.9989
Level 4	\$878.6798	\$18.5550	\$21.9670	\$175.7360
Level 5	\$860.0674	\$18.2613	\$21.5017	\$172.0135
Level 6	\$834.5294	\$18.2613	\$20.8632	\$166.9059
Level 7	\$812.4542	\$18.2613	\$20.3114	\$162.4908
Level 8	\$779.1250	\$17.5195	\$19.4781	\$155.8250
Level 9	\$757.4826	\$17.0325	\$18.9371	\$151.4965

21.2 Payment by Results – Incentive Payment System.

21.2.1 The employer and the employees agree to work under an incentive payment system for levels 1 and 2 (as an alternative to the timework payment system provided in this Agreement).

21.2.2 An incentive payment system may apply to the whole of the establishment covered by this Agreement or a section or sections of the establishment or the specified categories of employees within the establishment and, to the extent of any inconsistency, will prevail over the timework payment system provided in this Agreement whilst the incentive payment system remains in force.

21.3 Supported Wage System

The provisions of Schedule E of the Meat Industry Award 2010 shall apply.

21.4 National Training Wage

The provisions of Schedule C of the Meat Industry Award 2010 shall apply provided that the relevant rates of pay prescribed by clause 14 and clause 21 of this Agreement shall apply in lieu of those rates prescribed by Schedule C of the Meat Industry Award 2010.

## 22 GENERAL ALLOWANCES

22.1 Cold Temperature Allowance

22.1.1 Where an employee is required to work in a temperature artificially reduced to below minus 1 degree Celsius shall be paid at the rates set out below for every hour or part of an hour for which such work is performed in addition to the employee's ordinary rate of pay –

Below minus 1 degree Celsius	- \$0.71
Below minus 16 degrees Celsius	- \$1.32

22.1.2 The rate of \$1.32 for work in temperature artificially reduced to minus 16 degrees Celsius shall not apply to carcase chiller/freezer employees.

22.1.3 The allowances set out in this clause stand alone and are not cumulative.

22.1.4 The rates set out in clause 22.1.1 shall only be payable if when commencing work in the morning the temperature artificially reduced remains at less than minus 1 degree Celsius or minus 16 degrees Celsius respectively, as the case may be, for at least one hour after commencing work.

- 22.1.5 No additional sum shall be payable for time worked which on any day is less than 30 minutes in the aggregate in a temperature below minus 1 degree Celsius but not below minus 16 degrees Celsius.
- 22.1.6 An employee who is overheated through working outside, shall be allowed time to cool off before being required to work in a room wherein the temperature is artificially reduced to below minus 1 degree Celsius.
- 22.1.7 An employee required to work in a temperature artificially reduced below minus 18 degrees Celsius –
- 22.1.7.1 Shall have been medically selected as fit to work in extremely cold conditions.
- 22.1.7.2 Shall have available to the employee free of charge a blanket suit, helmet and overalls.
- 22.1.7.3 Shall if in a temperature below minus 26 degrees Celsius, only be required to work in for a short period on the basis of alternate periods of 15 minutes in the cold temperature and 5 minutes out of the cold temperature.
- 22.1.8 For the purpose of this clause, the temperature of a room shall be the temperature of the coldest part of the working area in the room.
- 22.1.9 An employee who is required to operate a pedestrian stacker in the temperatures referred to above, shall be paid an additional amount of \$14.36 per week lieu of the allowances otherwise prescribed by this clause.

22.2 Leading Hand

- 22.2.1 Where the employer appoints an employee, as a leading hand, such employee shall be paid \$29.83 per week in addition to the employee's appropriate classification rate.
- 22.2.2 For the purposes of this clause a leading hand is defined as an employee who is in charge of other employees and is given responsibility which warrants such appointment.

- 22.3 Any employee required to carry out stacking operations using a pedestrian stacker shall be paid an additional amount at the rate of \$11.37 per week.

22.4 Objectionable Work

This clause applies in relation to the handling and treatment of stock not treated on the slaughter floor, including dead animals.

- 22.4.1 An employee who is required to skin, handle by hand or treat such animal on any day in working hours, shall be paid \$13.13 per animal in addition to the wages payable for the employee's classification on any day such work is performed
- 22.4.2 An employee who is required to skin, treat or handle such animals outside the employee's usual hours of work, shall be paid \$20.60 for each head of cattle.
- 22.4.3 An employee who is required to skin, handle or treat such animals on Sundays or public holidays, shall be paid \$26.45 for each head of cattle.
- 22.4.4 An employee who is required to break up carcasses or part of carcasses of condemned animals killed on the slaughter floor, shall be paid an allowance of \$3.86 per day.
- 22.4.5 Where an employee is required to work in a room, the temperature of which is artificially increased to provide for the drying of calf vells, the employee shall be paid 52 cents per hour for every hour or part of an hour during which such work is performed.
- 22.4.6 An employee who is required to extract foetal blood from unborn calves shall receive an additional \$8.31 for each day that the employee perform such work.

**22.5 Travelling and Transfers**

Where an employee is temporarily transferred during working hours from one location to another the employer will pay such employee all reasonable costs of transit and travelling time.

22.6 Unless otherwise specifically prescribed by other provisions of this Agreement, the allowances prescribed by this clause 22 shall not form part of an employee's all purpose rate of pay.

22.7 The allowances prescribed by this clause shall be increased by the same percentage by which the ordinary weekly rates are increased in accordance with clause 21 of this Agreement as detailed in Schedule B of this Agreement.

**23 OCCUPATIONAL SUPERANNUATION**

23.1 For the purposes of this clause, all reference to "The Fund" shall mean:

23.1.1 The Northern Co-Operative Meat Company Ltd Superannuation Plan AMP Custom Super Plan Number 1005498; or.

**23.2 Contributions to Superannuation**

23.2.1 The employer in respect of an employee shall contribute to the Fund an amount as required by the relevant Federal Legislation as amended from time to time.

23.2.2 Despite the provisions of this clause a casual shall not qualify for such contributions until one calendar month after the employee has been first engaged and remains in the employment of the Company or who continues to seek regular employment as a casual for a period of one month or has been re-employed after the one month initial period of employment with the Company, whereupon the Company shall make on behalf of such employee contributions as defined herein from the date of first employment based on the aggregate usual time earnings within the one month period. Provided that during such calendar month contributions as defined herein need not be made by the Company on behalf of any employee whose usual time earnings, during the said calendar month do not exceed \$450.00 as prescribed by this Agreement.

**23.2.3 Contributions to the Fund**

Providing the Fund set out in clause 23.1.1 of this Agreement remains an approved and complying superannuation fund, each employee upon being initially employed shall be given information regarding that Fund.

23.2.4 The Company shall pay to the Trustees of the fund thus nominated on behalf of each employee who is a member of such approved fund a contribution in accordance with the requirements of this Agreement.

23.2.5 All contributions and employee advice details shall be forwarded monthly to the appropriate fund.

23.2.6 All contributions shall be clearly identified on the employee's pay slip.

**23.3 Salary Sacrifice**

An employee may choose to contribute part of their ordinary pay each week for the purpose of making additional superannuation contributions on a salary sacrifice basis, subject to the following conditions:-

23.3.1 The amount sacrificed must be a set dollar or percentage amount specified in writing in advance and such amount may only be altered once per year, effective each 1 July.

23.3.2 The additional salary sacrificed contributions must be contributed into the Fund the employee nominates in accordance with this clause.



- 23.3.3 Have a statement detailing the salary sacrifice provided to the employee in their weekly pay slip.
- 23.3.4 Not reduce the employee's rate of pay for the purposes of Agreement entitlements (including accrued entitlements and the application of penalty rates).
- 23.3.5 If legislative or other changes result in increased cost to the Company arising from the arrangements under this clause the Company may elect to discontinue these arrangements.

**23.4 Cessation of Contributions**

- 23.4.1 The employee's eligibility for contributions to be paid into the Fund will cease on the last day of employment with the employer.
- 23.4.2 The employer shall not make any contributions to the Fund in respect of any period beyond that last day of employment.

**24 TRANSFER TO OTHER DEPARTMENTS AND MIXED FUNCTIONS**

**24.1 Full Production**

- 24.1.1 In the event that other departments may require additional labour to maximise production or complete other activities in periods of full production (five full days production), employees may be sent to such departments. In the event of this occurring, the following basis of redeployment will be used:
  - 24.1.1.1 Volunteers;
  - 24.1.1.2 Deployment will be on a skills need basis as and when required.
- 24.1.2 An employee as defined in clause 4.5.1 and/or 4.5.2 who is transferred to another department for the day or part thereof shall be paid as follows:
  - 24.1.2.1 Where the employee is transferred prior to their normal starting time, the employee shall be paid the same rate, inclusive of any incentive payment, paid to the employees in the department which the employee worked in that day.
  - 24.1.2.2 Where the employee is transferred after their normal starting time, the employee shall be paid the highest rate, inclusive of any incentive payment, paid to the employees in either of the departments that the employee worked in that day.

**24.2 Less Than Five Days Full Production**

- 24.2.1 In the event that other departments may require additional labour to maximise production or complete other activities in periods of less than full production (less than five full days production), employees may be sent to such departments. In the event of this occurring, the following basis of redeployment will be used:
  - 24.2.1.1 Volunteers
  - 24.2.1.2 If there are insufficient full time employee volunteers, a roster system will be established based on skills and ability for the redeployment
- 24.2.2 Employees not required to work in their own departments at the start of the shift due to the lack of production must make themselves available to work in other departments as required.
- 24.2.3 An employee as defined in clause 4.5.1 and/or 4.5.2 who is transferred to another department for the day or part thereof shall be paid as follows:
  - 24.2.3.1 Where the employee is transferred prior to their normal starting time, the employee shall be paid the same rate, inclusive of any incentive payment, paid to the employees in the department which the employee worked in that day.

24.2.3.2 Where the employee is transferred after their normal starting time, the employee shall be paid the highest rate, inclusive of any incentive payment, paid to the employees in either of the departments that the employee worked in that day.

#### 24.3 Mixed Functions

24.3.1 Except as prescribed in clause 24.1 and clause 24.2 any employee, including a juvenile, called upon to perform work of any classification for which a higher ordinary rate of pay is provided by this Agreement, shall be paid the higher ordinary rate of pay whilst so employed with a minimum of three hours at such rate of pay.

24.3.2 Should a public holiday occur whilst a juvenile is regularly performing the work of an adult the juvenile shall be paid for such public holiday or holidays at the adult rate of pay; provided that the juvenile has performed such work on the working day immediately preceding and the working day immediately succeeding the public holiday or holidays. Where the juvenile is absent on the day after the public holiday, due to genuine sickness and provides evidence the juvenile shall be paid the adult rate.

24.3.3 An employee who is required to perform on any day or shift, work for which a lower rate than the employee's ordinary classification is prescribed, shall suffer no reduction in consequence thereof.

24.3.4 Where an employee is transferred for the greater part of the day under the provisions of this clause, the employee shall be entitled to the conditions normally associated with the particular position the employee was transferred to.

#### 25 PAYMENT OF WAGES

25.1 Wages earned in the preceding week (week ending Sunday) shall be paid on the ordinary pay day of the employer, being Thursday, into the specified account of the employee's nomination.

25.2 If there is a discrepancy in the payment of wages the employee should notify their immediate supervisor.

## **PART 5 - HOURS OF WORK, BREAKS, OVERTIME AND WEEKEND WORK**

### **26 ORDINARY AND USUAL HOURS OF WORK**

- 26.1 Subject to Part 3 and Part 5 of this Agreement a full time employee may be required to work 38 ordinary hours of work plus 2 additional hours per week. The usual hours of work are 40 hours per week or 8 hours per day when the usual hours are worked on a five day roster.
- 26.2 Except as otherwise provided by this Agreement the usual hours of work shall be worked between the hours of 5.00am – 8.00pm, provided that the spread of the usual hours of work listed in this clause may be altered by agreement between the employer and the majority of employees concerned or, in appropriate circumstances, between the employer and an individual employee or as otherwise agreed in accordance with clause 20 Workplace Flexibility and or clause 26.13 Methods of Arranging the Usual Hours of Work.
- 26.3 Notwithstanding the provisions of clause 26.1 and 26.2 above, the ordinary hours of work of a day worker or shift worker may be worked in the following manner;
- 26.3.1 five days of 8 hours each Monday to Sunday inclusive, or
- 26.3.2 four days of 10 hours each Monday to Sunday inclusive, or
- 26.3.3 any consecutive three days, Monday to Sunday inclusive, or

The parties and majority of employees may agree to work any of the above arrangement, provided that the starting times may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.

#### **26.4 Loaders**

- 26.4.1 Notwithstanding anything elsewhere contained in this Agreement, the usual hours of work of a loader may be worked on any five consecutive days, including Sunday, provided Saturday and Sunday are not consecutively worked.
- 26.4.2 A loading of 25% calculated on the employee's base hourly rate shall be paid on the usual hours of work performed by a loader on a Saturday in lieu of the shift loading prescribed by clause 26.4.4.
- 26.4.3 A loading of 75% calculated on the employee's base hourly rate shall be paid on the usual hours of work performed by a loader on a Sunday in lieu of the shift loading prescribed by clause 26.4.4.
- 26.4.4 Except as prescribed by clauses 26.4.2 and 26.4.3, loaders who work on a continuous early morning shift commencing between midnight and 4.00am shall, on the usual hours worked be paid a shift loading of 25% calculated on the employee's base hourly rate.
- 26.4.5 Overtime worked by a loader on a Sunday is paid at double time calculated on the employee's base hourly rate with a minimum payment of three hours at such rate.
- 26.4.6 The employer shall fix the days that comprise the loaders ordinary working days. The loaders ordinary working days may be varied by the employer giving the employees at least seven days notice.
- 26.4.7 Where a loader works broken time in any day, there shall be not more than two breaks in employment in the day. Such breaks shall not count as having broken the continuity of work on that day, but the time of such breaks shall not count as time worked, provided that where a loader who has been directed by the employer to attend for work at a particular time, and does attend at the specific time shall be guaranteed two hours employment at the appropriate rate.

If the usual hours of work of a loader are performed on a Sunday broken shifts are not to be worked.

26.5 Stockyard Employees

- 26.5.1 The usual hours of work for stockyard employees shall be an average of forty hours per week in accordance with clause 26, and shall subject to the giving and taking of overtime credits be worked on any five consecutive days, Sunday to Friday inclusive and shall be worked in accordance with clause 26 of this agreement.
- 26.5.2 A loading of 75% calculated on the employee's base hourly rate shall be paid on the usual hours of work performed by a stockyard employee on a Sunday.
- 26.5.3 Overtime worked by a stockyard employee on Sunday shall be paid at double time calculated on the employee's base hourly rate.

26.6 Freezer Store Night Shift Employees

- 26.6.1 The usual hours of work of a freezer store night shift employee may be worked on any day Sunday to Thursday.
- 26.6.2 A loading of 75% calculated on the employee's base hourly rate shall be paid on the usual hours of work performed by a freezer store night shift employee on a Sunday in lieu of the shift loading prescribed by clause 26.6.3.
- 26.6.3 Except as prescribed by clause 26.6.2 a freezer store night shift employee shall be paid on the usual hours of work a shift loading of 11.5% calculated on the employee's base hourly rate.
- 26.6.4 During times of low production, a freezer store night shift employee can be brought back to either the day or afternoon shift by the employer giving two days notice.

26.7 Commencement Times

26.7.1 Slaughtering and Associated Departments

Both slaughtering departments will commence their usual hours of work at a time agreed between the employer and employees. The time for taking lappo breaks, smokos and meal breaks shall be determined through consultation with the employer and the employees.

26.7.2 Boning Room Operations

The usual hours of work for boning room operations shall commence at 5.00am each day. The time for taking lap breaks, smokos and lunch breaks shall also be determined through consultation with the employer and the employees.

- 26.7.3 Any alterations to the starting times prescribed herein shall be determined through consultation with the employer and the employees.

- 26.7.4 The starting times referred to in this Agreement may be staggered for different tasks in departments. An employee will be advised at least the day before if their starting time is temporarily changed.

- 26.7.5 There will be seven (7) days notice for a permanent change to the departmental starting times of the usual hours of work.

- 26.8 Except as elsewhere provided by this Agreement any hours worked outside the spread of an employee's usual hours of work must be paid at the relevant overtime rates.

26.9 Usual hours of work on a Saturday and/or Sunday

- 26.9.1 The days on which an employee's usual hours of work are worked may include Saturday and Sunday subject to agreement between the employer and a majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- 26.9.2 Except as otherwise prescribed by this Agreement if agreement is reached in accordance with clause 26.9.1, the following are the minimum rates to be paid:
  - 26.9.2.1 between midnight Friday and midnight Saturday - rate of time and a half calculated on the employee's base hourly rate; and
  - 26.9.2.2 between midnight Saturday and midnight Sunday - rate of time plus 75% calculated on the employee's base hourly rate.
- 26.9.3 The provisions of clauses 26.4, 26.5 and 26.6 apply to loaders, stockyard employees and freezer store night shift employees in lieu of the provisions of this clause 26.9.
- 26.10 Any work performed by an employee prior to the commencement of the spread of the employee's usual hours of work and which is continuous with the employee's usual hours of work for the purpose, for example, of getting the establishment in a state of readiness for processing, such work may be regarded as part of an employee's usual hours of work.
- 26.11 Where an employee's usual hours of work commence on one day and conclude on the next day, the usual hours of work of that employee shall be deemed to have all been worked on the day that the employee's usual hours of work began.
- 26.12 The employer shall notify the starting and finishing times of the usual hours of work for the general body of employees in each department or for the first employee to start in a department where the nature of the work involves a staggered start, and any special starting and finishing times of the usual hours of work of employees employed on preparatory work or on finishing off or cleaning up.

26.13 Methods of Arranging the Usual Hours of Work


Notwithstanding any other provisions of this Agreement the usual hours of work may be varied by agreement.

Matters upon which agreement may be reached include:

- 26.13.1 how the hours are to be averaged within a roster established;
- 26.13.2 the duration of the roster for day workers provided that such duration does not exceed three months;
- 26.13.3 rosters which specify the starting and finishing times of working hours;
- 26.13.4 a period of notice of a rostered day off which is less than four weeks;
- 26.13.5 substitution of rostered day off;
- 26.13.6 accumulation of rostered days off;
- 26.13.7 arrangements which allow for flexibility in relation to the taking of rostered days off; and
- 26.13.8 arrangements of the usual hours of work overall.

26.14 Shiftwork

- 26.14.1 Shifts may be worked on any work covered by this Agreement.
- 26.14.2 The usual hours of work for shift workers shall be as prescribed by clause 26.1 and 26.3 and must not exceed 160 hours in 28 consecutive days provided that by agreement between the employer and the majority of employees concerned, a roster system may

-  operate on the basis that the weekly average of the employee's usual hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months. In the absence of such agreement, by the employer giving not less than seven days' notice to each employee of such proposed change of times.
- 26.14.3 The usual hours of work are to be worked continuously, except for meal and any breaks as prescribed by this Agreement which shall be taken as agreed between the employer and employees.
- 26.14.4 Except at changeover of shift an employee will not be required to work more than one shift in each 24 hours.
- 26.14.5 Shifts may be worked on a one-shift, two-shift or three-shift system.
- 26.14.6 For the purpose of this clause:
- 26.14.6.1 Early morning shift means any shift finishing after 8.00am and at or before midday.
  - 26.14.6.2 Afternoon shift means any shift finishing after 6.00pm and at or before midnight.
  - 26.14.6.3 Night shift means any shift finishing subsequent to midnight and at or before 8.00am.
  - 26.14.6.4 Day shift in a three-shift system means any shift other than an afternoon or night shift.
- 26.14.7 Shift allowances
- 26.14.7.1 An employee as defined in clauses 4.5.1, 4.5.2, 4.5.3 and 4.5.4 employed on afternoon or night shift will be paid their ordinary hourly rate for the classification in which the employee is employed under this Agreement, plus \$5.15 per shift. (Refer Schedule B of this Agreement)
  - 26.14.7.2 Any shift commencing at or subsequent to 11.00 pm Friday and finishing not later than 8.00am Saturday, shall on the usual hours of work be paid a shift loading of 25% calculated on the employee's base hourly rate and such shift loading shall be paid in substitution for and not in addition to any other shift/loadings provided for in clauses 26.4, 26.5, 26.6 and 26.14.
  - 26.14.7.3 Shift workers engaged on afternoon shift cleaning and stockyards shall be paid for their usual hours worked a shift loading of 11.5% calculated on the employee's base hourly rate.
  - 26.14.7.4 Notwithstanding clauses 26.4.6 and 26.14.6 an employee who is engaged as a night shift loader, night shift rail cleaner or as a night shift cleaner shall be paid for their usual hours worked a shift loading of 25% calculated on the employees base hourly rate.
  - 26.14.7.5 A casual employee employed on an afternoon or night shift will be paid the appropriate shift loading prescribed by this clause and the casual loading as prescribed by clause 13 and not inclusive of the shift allowance prescribed by this clause.
- 26.14.8 Crib breaks – shift workers
- Unless otherwise agreed between the employer and the employee or the majority of the employees concerned a shift work employee shall be entitled to one 10 minute crib break in the first half of each shift worked and one 10 minute crib break in the second half of each shift worked, taken at a time agreed between the employer and an employee.

These crib breaks shall count as part of a shift employee's usual hours of work and are in lieu of any other meal breaks, smokos or lappos as prescribed by clause 27 of this Agreement.

**26.14.9 Three-shift systems**

Employees engaged on a three-shift system will rotate between shifts unless otherwise agreed between the employer and employees directly concerned.

**27 MEAL BREAKS, SMOKOS AND LAPPOS FOR OTHER THAN SHIFT WORKERS**

The provisions of this clause do not apply to an employee on shift work.

**27.1 Meal Breaks**

27.1.1 Unless otherwise provided or agreed, an employee shall be granted a meal break of not less than 30 minutes nor more than 60 minutes.

27.1.2 An employee who is called upon to work during a meal break or the amended time for a meal break other than in accordance with clause 27.1.9 shall be paid at the relevant non-production overtime rate for the period so employed and such non-production overtime rate shall continue until a meal break is allowed.

27.1.3 Unless otherwise agreed no employee shall be called upon to work for more than 5 hours without a break for a meal.

27.1.4 Meal breaks shall not be counted as part of an employee's usual hours of work.

27.1.5 An employee required to work overtime for 1½ hours or more after the employee's rostered finishing time shall be allowed a meal break of 30 minutes.

Provided, however, that if by continuing to work, the overtime can be completed in not more than 2 hours after the employee's rostered finishing time, the employee may elect to continue work until the overtime is completed and in that case the employer shall not be obliged under this clause to give a break for a meal nor pay the meal allowance prescribed by clause 27.1.6.

27.1.6 If an employee has not been advised on the working day immediately preceding that the employee will be required to work such overtime for one hour or more after their normal finishing time on the following day the employer shall provide the employee with a meal or, in lieu thereof, shall pay the employee the sum of \$12.58. (Refer Schedule B of this Agreement)

27.1.7 An employee required to work overtime for not less than one and one half hours before the employee's usual starting time, shall be permitted to have a break of 15 minutes which shall be counted as time worked.

27.1.8 Notwithstanding anything elsewhere contained in this Agreement, where an employee works their usual hours of work over 4 days or 3 days as prescribed by clause 26 of this Agreement, the only breaks shall be three twenty (20) minute non paid breaks.

27.1.9 The commencement of meal breaks may be altered by agreement between the employer and the employees concerned, provided that if any interruption of work for any cause occurs within 20 minutes of the commencement of a smoko or meal break or lappo period the employer may direct that the smoko or meal break or lappo period shall be taken forthwith.

**27.2 Smokos**

27.2.1 Unless otherwise agreed between the employer and the employee or the majority of the employees concerned, one fifteen minute smoko shall be allowed prior to midday, to each employee (other than a shift worker) at a time decided by the employer. Such smoko may be staggered by the employer to meet the needs of the business at any time.

A smoko shall not count as part of an employee's usual hours of work.

27.2.2. The period of a Smoko shall be reckoned from the cessation of actual work by an employee until the recommencement of actual work by that employee.

27.2.3 The employer and the majority of employees in the establishment or section of the establishment may, in relation to the smoko provided in clause 27.2.1 agree to:

27.2.3.1 extend or reduce the length of the smoko;

27.2.3.2 split the smoko into different periods, or add further smokos;

27.2.3.3 forego any smoko provided in this clause; or

27.2.3.4 as otherwise agreed.

### 27.3 Lappos

27.3.1 A slaughterman and knifehand level 2 as defined in clause 4.5.1 and an employee as defined in clause 4.5.3 shall be entitled to two lappo breaks each day of 5 minutes duration.

27.3.2 A boner and slicer as defined in clause 4.5.2 and an employee as defined in clause 4.5.4 shall be entitled to three (3) lappo breaks each day of 5 minutes duration

27.3.3 Lappo breaks as prescribed by clause 27.3.1 and clause 27.3.2 shall not count as part an employee's usual hours of work.

27.4 An employee is not entitled to the provisions of this clause unless the employee is rostered to work at least a total of four hours on that day or shift.

## 28 **LEISURE TIME CREDITS (RDO)**

The provisions of this clause shall only apply to a fulltime employee.

28.1 A maximum of seven (7) days leisure time credits per year (RDOs) may accrue to a fulltime employee as follows:

28.1.1 on the basis of fourteen (14) minutes per eight (8) hour working day; and

28.1.2 on any day where the fulltime employee is on paid personal carers and/or compassionate leave, or on a paid public holiday.

28.2 A leisure time credit does not accrue to a fulltime employee when the employee is on unpaid absence from work or whilst the employee is on workers compensation, long service leave, annual leave, parental leave or any other unpaid leave.

28.3 Leisure time credits will be paid for at the rate of Average Weekly Earnings.

28.4 An employee may elect to convert all or part of their accrued leisure time credits into a pay-out by giving notice to their supervisor or pay office of their desire to do so.

28.5 Leisure time credits shall be accrued and shall be given by the employer and shall be taken by the employee as follows:

28.5.1 on a roster basis; or

28.5.2 during slack periods; or

28.5.3 with annual leave; or

28.5.4 any combination thereof.

28.6 Employees must complete all work assigned to them which is deemed to be a full days production before they accrue benefits on that day towards an accrued leisure time credits.

28.7 Reasonable notice (being 5 working days or by agreement a lesser period) shall be given by the employer for the taking of days off for this purpose. Where practicable, a roster shall be established



well in advance. One intention of this clause is to provide for a maximum degree of flexibility in the implementation and the operation of the average working week. Another intention of this clause is to ensure the avoidance of or minimal interference with production.

28.8 An employee may apply for leisure time credits time in a case of special needs provided reasonable notice (being 5 days or by agreement a lesser period) is given to the employer and it causes minimal interference with production.

28.9 The rates of pay prescribed by this Agreement have been set on the basis that they include a provision for the remuneration of 5 leisure time credit days off over a twelve month period.

## 29 OVERTIME

### 29.1 Entitlement to overtime and payment

Except as otherwise prescribed by this Agreement:

29.1.1 All time worked outside an employee's usual hours of work as prescribed in clause 26 (or in the case of a shiftworker, outside the usual hours of work rostered for a shift work employee) will be deemed to be overtime paid at the rate of:

29.1.1.1 Time and one half for the first two hours and double time thereafter calculated on the employee's relevant overtime rate as defined by clause 4.14.

#### 29.1.1.2 Saturday

Overtime worked on Saturday shall be paid at the rate of time and one half for the first three hours and double time thereafter calculated on the employee's relevant overtime rate as defined by clause 4.14. An employee required to work overtime on Saturday will be paid a minimum payment of 4 hours at the appropriate rate provided that this minimum payment shall not apply to shift workers where the overtime is continuous with the shift workers usual hours of work.

#### 29.1.1.3 Sunday

Except as otherwise provided for in this Agreement for stockyard employees and loaders, all overtime worked on a Sunday shall be paid at double time calculated at the employee's relevant base hourly rate with a minimum payment of four hours.

29.1.2 An employee required to return to the employer's premises to work overtime after leaving the business premises (whether notified before or after leaving the premises) shall be paid a minimum of two hours work at the employee's appropriate rate calculated on the employee's base hourly rate for each period the employee is so required to return.

The provisions of this clause do not apply to loaders.

29.1.3 An employee called out on emergency work between 8.00 pm and 5.00 am shall be paid a minimum payment of two hours at double time calculated on the employee's base hourly rate.

29.2 It is a condition of employment that an employee shall work a reasonable amount of overtime to meet the needs of the employer's business. Each employee agrees to make a genuine commitment to address customer's requirements during peak periods of production.

### 29.3 Overtime in the Boning Room

29.3.1 Thirty minutes of compulsory overtime shall, if required by the employer, be performed by each employee on 4 days per week Monday to Thursday.

29.3.2 Overtime in excess of that prescribed by clause 29.3.1, shall be performed by an employee on a voluntary basis.

29.3.3 An employee will not be required to work compulsory overtime when the employer has scaled production down to 4 days work in any given week.

29.3.4 Due to the extra overtime requirements in periods of peak production, the employer agrees to make every endeavour to minimise extended overtime associated with the flow of production in all non production areas.

29.4 Overtime on the slaughter floor

It is specifically agreed that if required, both slaughter floors may be required to work a maximum of 30 minutes overtime on Monday to Thursday. It is further acknowledged that this will be a full 30 minutes of actual working time.

29.5 In any week where a public holiday/s occurs, overtime if required shall be worked on each of the other rostered working days of the week.

29.6 Rest period after overtime

When overtime is necessary it shall wherever reasonably practicable be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee other than a casual who works so much overtime between the termination of the employees usual hours of work on one day and the commencement of the employee's usual hours of work on the next day, that the employee has not had at least eight consecutive hours off duty between those times, shall subject to this clause be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for usual working time occurring during such absence.

If on the instructions of the employer, such an employee resumes or continues work without having had such eight consecutive hours off duty, the employee shall be paid at double rates until the employee is released from duty for such period and then shall be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for usual working time occurring during such absence.

29.7 Notwithstanding anything elsewhere contained in this agreement the employer and the employee may mutually agree to time off in lieu of the payment of overtime and the time off shall be granted to the employee by mutual agreement paid the rate of pay proportionate to the overtime rate forfeited or the equivalent time off paid at the ordinary time rate of pay for such time off or any other way agreed by the parties. If no agreement is reached overtime shall be paid in the normal way.

29.8 It is agreed that every effort will be made by the employer to advise all departments 24 hours in advance of the need to work production overtime. In any event, such notice will be provided prior to the employees of the department finishing their days work.

The method of advising the working of overtime shall be in accordance with established custom and practice or any other method that may be agreed between the parties.

29.9 It is agreed that in the case of a crisis arising, the requirements of 29.7 regarding the giving of notice shall be waived. A crisis will be deemed as agreed by the parties.

## **PART 6 - LEAVE ARRANGEMENTS**

### **30 ANNUAL LEAVE**

30.1 An employee, other than a casual, shall at the end of each year of the employee's employment become entitled to four weeks annual leave provided that a shift worker as defined in clause 30.2 shall be entitled to an additional week of annual leave.

#### **30.2 Definition of shiftworker**

For the purpose of the additional week of leave, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

#### **30.3 Payment for annual leave**

30.3.1 An employee under this agreement, before going on annual leave, will be paid:

30.3.1.1 For other than a shiftworker, 4/48 of their ordinary time earnings as defined in clause 30.3.2 paid during the period in respect of which the employee's annual leave accrued.

For a shiftworker as defined in clause 30.2, 5/48 of their ordinary time earnings as defined in clause 30.3.2 paid during the period in respect of which the shiftworker's annual leave accrued; and

30.3.1.2 any annual leave loading as provided in clause 30.4.

30.3.2 For the purpose of ascertaining ordinary time earnings in clause 30.3.1.1, the following are not included:

30.3.2.1 incentive-based payments (other than those coming within clause 21.2 - Payment by results);

30.3.2.2 bonuses;

30.3.2.3 loadings;

30.3.2.4 monetary allowances other than that prescribed by clause 22.2;

30.3.2.5 overtime;

30.3.2.6 penalty payments (other than ordinary hour penalty rates for employees provided for in this Agreement and only if the employee is regularly rostered to work on weekends);

30.3.2.7 shift allowances as prescribed by this Agreement;

30.3.2.8 any other separately identifiable amounts.

#### **30.4 Annual leave loading**

30.4.1 An employee on day work shall receive a loading of 17.5% calculated at the appropriate rate of pay prescribed by clause 30.3.

30.4.2 A shift worker shall be paid the greater of the appropriate shift allowance and/or loading as prescribed by clauses 26.4, 26.5, 26.6 and 26.14.7 or the 17.5% loading as prescribed by clause 30.4.1 calculated at the appropriate rate of pay prescribed by clause 30.3.

30.4.3 Subject to the provisions of clause 30.4.5 the employer agrees to payment of the annual leave loading in respect of single day periods of annual leave taken by an employee as approved by the employer.

30.4.4 Except as provided by clause 30.5 no loading is payable on the termination of an employee's employment.

30.4.5 Where leave has been taken in advance by an employee and the employment of the employee is then terminated, the employer will offset the amount already paid against any remuneration which would otherwise be payable to the employee upon termination.

**30.5 Annual close-down**

30.5.1 Where an employer closes down the establishment or a sections of the establishment for the purpose of allowing annual leave to all or the bulk of the employees in the establishment or sections concerned, the employer should, where possible, give the employees concerned not less than three months' notice of the employer's intention to stand down for the duration of the close-down all employees in the plant or sections concerned.

30.5.2 For those employees who have not qualified for annual leave in accordance with clause 30 Annual Leave, paid leave on a proportionate basis at the appropriate rate of pay and loading prescribed by clauses 30.3 and 30.4 will be granted.

30.5.3 An employee who has then qualified for annual leave in accordance with clauses 30.1 or 30.2 and has also completed a further month or more of continuous service will be allowed leave and will also be paid leave on a proportionate basis for the period worked since the close of the employee's last 12 monthly qualifying period.

30.5.4 The next 12 month qualifying period for each employee affected by the close-down will commence from the day on which the plant or section concerned is reopened for work. Provided that all time during which an employee is stood off without pay for the purposes of this clause will be deemed to be time of service in the next 12 monthly qualifying period.

30.6 Unless the employee otherwise agrees, at least 14 (fourteen) days notice shall be given to an employee as to when the employee is to commence leave.

**30.7 Cashing out annual leave**

30.7.1 The employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave, provided that the agreement does not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and

30.7.2 Each agreement to cash out a particular amount of paid leave must be a separate agreement in writing; and

30.7.3 The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

**31 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

31.1 Personal/carer's leave and compassionate leave is as provided in Division 7 of Part 2-2 of the Fair Work Act 2009 provided that an employee is entitled to accrue an amount of paid personal/carer's leave, for each completed 4 week period of continuous service with the employer, of 1/26 of the number of nominal hours worked by the employee for the employer during the four week period. An employee whose nominal hours are worked each week over a twelve month period will accrue ten days personal/carer's leave over that period which shall be paid at the employee's ordinary hourly rate as prescribed by clause 21.1 of this Agreement.

**31.2 Cashing out personal/carer's leave.**

31.2.1 The employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued personal/carer's leave, provided that the agreement does not result in the employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and

- 31.2.2 Each agreement to cash out a particular amount of paid personal/carer's leave must be a separate agreement in writing; and
- 31.2.3 The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the personal/carer's leave that the employee has foregone.
- 31.2.4 Where an employee's employment is terminated by the employer or by the employee, the employer shall pay to the employee all outstanding personal/carer's leave at their ordinary hourly rate of pay calculated as prescribed by clause 21.1 of this Agreement.

## **32 LONG SERVICE LEAVE**

- 32.1 Long Service Leave shall accrue and be paid for in accordance with the provisions of the Long Service Leave Act (NSW) 1955.
- 32.2 Once an employee's entitlement for long service leave falls due, they will be provided a written notice from the employer advising them that the leave must be taken within the following 6 months or alternatively, to have the leave preserved at the value and days accrued at the time it fell due.
- 32.3 The employer reserves the right to instruct employees to take Long Service Leave under the provisions of the NSW Long Service Leave Act 1955.

## **33 PUBLIC HOLIDAYS**

- 33.1 The following days shall be holidays for the purpose of this Agreement: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and "Beef Week Cup Day" and any day proclaimed a holiday for the State. By agreement between the employer and the employees concerned, other days may be substituted for the said days.
- 33.2 An employee shall be entitled to payment for a public holiday, calculated at the employee's ordinary hourly rate as prescribed by clause 21.1 of this Agreement, only when a public holiday actually falls on a day that is an ordinary working day for that employee.
- 33.3 An employee required to work on any of the above holidays except Christmas Day (25 December), Anzac Day (25 April) and Good Friday shall be paid for all time worked at the rate of double time and one half with a minimum payment of four hours at the appropriate overtime rate as defined in clause 4.14 of this Agreement.

An employee called upon to work on Christmas Day, Anzac Day or Good Friday shall be paid double time for a minimum of 4 hours calculated at the employee's base hourly rate in addition to the employee's ordinary daily rate.

In the case of an agreement pursuant to clause 33.1 to substitute a day, the Agreement rate of pay shall be paid for the holiday worked and the penalty payment shall apply to the day substituted in lieu thereof.
- 33.4 The employer will advise of its intentions to work on a public holiday by giving at least 2 weeks prior notice of intent. This will be further confirmed by advising employees by 7.00am not less than 7 calendar days prior to a public holiday. Management will endeavour to provide full production for the remainder of the week if required to work a public holiday in the week.
- 33.5 For the purpose of determining time worked by a shift worker, loader or stockperson on a holiday, "holiday" shall mean from the completion of the shift or the usual hours of work on the morning of the holiday until the same time the next succeeding day.
- 33.6 This clause shall not apply when an employee is required to perform work in accordance with clause 22.4.4 of this Agreement.
- 33.7 Production employees at the employer's discretion may be required to work any two of the three public holidays in a calendar year being Australia Day, Queens Birthday and Labour Day. Where such work occurs it shall be paid for at the employee's ordinary rate plus any incentive payment

that applies. Where employees work on such days they shall be allotted one additional RDO per holiday worked, and which may be taken by the employee as an RDO or alternatively paid out.

33.8 In the event that an employee who is scheduled to attend for work on a public holiday, but does not attend, the provisions of clause 15.10 shall apply.

33.9 A continual failure to attend for work on public holidays, as required, shall result in disciplinary action.

33.10 In the event of the employer giving the notice specified in clause 33.4 and due to unforeseen circumstances arising that necessitates a change, the employees will be given the option of voluntary work. If an employee wishes to work, the employer will provide such work.

33.11 No production overtime will be worked on public holidays on which work occurs.

#### **34 PARENTAL LEAVE AND RELATED ENTITLEMENTS**

Parental Leave and Related Entitlements are as provided in Division 5 Part 2-2 of the Fair Work Act 2009.

#### **35 COMMUNITY SERVICE LEAVE**

Community service leave is as provided in Division 8 Part 2-2 of the Fair Work Act 2009 and where payment is provided it shall be paid at the employee's ordinary daily rate of pay as prescribed by clause 21.1.

## **PART 7 - MISCELLANEOUS PROVISIONS**

### **36 REDUCED PRODUCTION**

- 36.1 Notwithstanding the provisions of clause 15.11 of this Agreement the employer and employees agree to work a 4-day week (32 hours) for all departments and associated areas during reduced production periods if required.

This clause does not invoke clause 37 - Shortage of Livestock of this Agreement and its payment conditions.

- 36.2 All full time weekly employees not required for work in their normal departments due to lack of production must make themselves available for other departments as required. Casual employees may be directed to work in any department on a day-by-day basis.

- 36.3 During a period of reduced production, both parties agree that they can work any of the following combinations on the processing floors;

36.3.1 2 x Full Gangs (Beef & Veal),

36.3.2 1 Full Combined Gang working either Full Beef or Full Veal; or

36.3.3 A Combination of the two, or

36.3.4 2 x Gangs working either Reduced Veal, Reduced Beef, or

36.3.5 Work 1 x full chain either side and a reduced chain

- 36.4 Any combinations can also be worked as a minimum 5 hours incentive free option in relation to employees as defined in clause 4.5.1 of this Agreement.

- 36.5 Processing Floors Teams

36.5.1 2 x full gang, 2 x reduced gang, combination of 2 gangs or 1 x combined gang using both the small stock and beef floor;

36.5.2 The makeup of the 1 x combined gang, will be by departmental length of service using both the beef and small stock floors.

36.5.3 The operation of the 1 x combined gang will be on departmental length of service, classification and skills required.

36.5.4 Trainees utilized on a 1 x combined gang will not be counted as part of the makeup of the team.

- 36.6 In periods of extreme circumstances where production is likely to fall below 4 days, both parties agree that the clause 37 – Shortage of Livestock can be invoked after management has given 2 working days notice.

### **37 SHORTAGE OF LIVESTOCK**

- 37.1 Full time Employees

Where the employer, on account of a shortage of stock, gives at least two (2) working days notice to a full time weekly employee of its intention to implement the provisions of this clause, upon the expiration of that notice, the employee shall be paid in any week in which less than four days work is offered, at the rate of one-fifth of the appropriate weekly rate plus fifteen per cent for each day worked.

- 37.2 For the purpose of this clause a week means an employer's pay week; provided that the employer can treat the week as being a calendar week if it advises to the parties.

- 37.3 Seven (7) days notice of starting times will be negated during the shortage of livestock period, however the company will take into consideration employees bona fide commitments.
- 37.4 Voluntary overtime hours can be worked when the provisions of this Shortage of Livestock clause applies.
- 37.5 The fifteen (15) minute lost time break down clause will apply.
- 37.6 Whilst operating under the 'Shortage of Livestock clause, both parties agree that the provisions of clause 36 five (5) hours incentive free configuration options will still be available for use.

### **38 SLAUGHTER FLOOR EMPLOYEES**

Work to be performed by Slaughter-persons is as follows:

#### **38.1 Cattle – on rail dressing**

Stick, cut off heads, clip weasand, free rectum, skin hind legs, remove udders, brisket and shin, clear rump, flank out, split aitch bone, clear shoulders, front out, remove offal and caul fat from carcass, saw brisket and saw down.

When required to do so in the course of dressing carcasses slaughter-persons will carry out all necessary duties in connection with the operation of equipment known as downward and upward beef hide pullers.

#### **38.2 Calves and / or vealers - Mechanical conveyor with flow through skin puller**

Stick, leg and or hock, clear tail and rectum, free rectum, open skin along belly line and continue cut along length of neck, remove chin piece and ears, flank and rib cage clearing skin over brisket to point where from leg join body, operate skin puller to remove balance of skin, open up, cut brisket, remove offal from inside, cut off heads, saw if required.

- 38.3 Duties not specified in clause 1.1 and clause 1.2 hereof which are performed by slaughter-persons due to past practice and custom, shall continue to be performed.
- 38.4 Cattle and calves shall be finished off to the satisfaction of the employer.
- 38.5 Except for a learner slaughterperson any employee who performs any slaughtering tasks as defined in this Agreement shall be paid as a slaughter-person.
- 38.6 Work to be performed by slaughter-persons shall be overhauled by agreement with the parties and the employees concerned.
- 38.7 The employer shall ensure, as far as practicable, that all animals are clean before being submitted for slaughter.

#### **Temporary Promoted Slaughter persons**

- 38.8 Temporary promoted slaughter-persons are slaughter-persons not classed as permanent slaughter-persons who have been trained as slaughter-persons or who are competent to do slaughtering and who are engaged on slaughtering duties.
- 38.9 When all permanent slaughter-persons and temporary promoted slaughter-persons are employed as slaughter-persons, learner slaughter-persons may be employed as slaughter-persons pursuant clause 24.3 of this Agreement.
- 38.10 Time work employees as defined in clause 4.5.3, 4.5.4 and 4.5.5 shall do any class of labouring work in or about the establishment, including pushing meat into and working meat through chilling room, etc.
- 38.11 Time work employees as defined in clause 4.5.3, 4.5.4 and 4.5.5 when called upon to load meat, shall be paid at the loader's ordinary rate for the time so employed in lieu of the employee's ordinary rate. When called upon to do such work outside the employee's usual hours of work, the



employee shall be paid at the appropriate overtime rate or the loader's ordinary hourly rate, whichever is the higher.

38.12 Time work employees as defined in clause 4.5.3, 4.5.4 and 4.5.5 directly associated with the slaughtering of animals shall be in sufficient numbers so as to avoid congestion on the slaughtering floors.

38.13 A level 2 employee may be required to work up to 45 minutes on normal cleaning duties (ie: the cleaning of floors and equipment) associated with the day's kill. At the expiration of the 45 minutes they will be allowed to cease work or if required to continue, shall be paid the appropriate overtime rate they shall be paid overtime in excess of 30 minutes after their normal ceasing time. All time worked in excess or outside their usual hours of work shall be overtime and paid at the appropriate overtime rate.

### **39 BONING ROOM EMPLOYEES**

39.1 Duties of a boner and boning team:

39.1.1 The duties of a boner and/or a boner who is a member of a boning team shall be to bone the quarter or other piece of a carcass and/or meat in accordance with the requirements of the employer and to perform any tasks incidental to such boning.

A team or group shall within the usual hours of work on any day or shift complete such production as the employer may require.

39.1.2 A boner or a boner who is a member of a boning team or group shall perform such tasks and/or parts of tasks as the employer may require.

39.2 Duties of a slicer and a slicing team:

A slicer and/or slicer who is a member of a slicing team shall be required to perform the following work on meat after it has been handled by the boners; remove paddywack, blood clots, bruises, any contamination, pieces of bone, cartilage, nodules and glands and sinews, exposed nerves, veins and arteries, where required and trim fat to required specifications and trim fat and trim cuts and to perform any other tasks incidental to such slicing.

Such work shall be competently and efficiently performed on the meat prior to transfer to employees required to wrap and pack meat and to perform any other tasks incidental to such slicing.

39.3 Trimmers – A trimmer is an employee other than a sawyer, performing work on carcasses, sides or quarters before they are boned and sliced.

39.4 An employee who uses a knife or other implement only for the purpose of spotting or revising the slicer's work shall not be deemed to be a trimmer.

39.5 Fleeced-out – In reference to the boning of beef and veal means boned out so that after the main part of the meat has been removed from the bones the meat that remains in the intercostal spaces is removed by running a knife down each side of each rib bone.

39.6 Birdcaged – Means bone out in such manner that the meat from the intercostal spaces and the attached portion of the pleural membrane remain attached to the rest of the meat when removed from the bones by running a knife down each side of each rib bone.

39.7 Ribbed-out - Means bone out in such a manner that the meat from the intercostal spaces and the whole of the pleural tissue remain attached to the rest of the meat when removed from the bones, having been freed from the bones by making an incision down the centre of each rib bone and forcing the rib bone through the incision so made.

39.8 Trunk (Fleeced out) – means a system of boning where each complete side of the trunk is removed from the frame while the carcass is hanging from the rail and boned separately on the table.

39.9 Temporary Promoted Boners

- 39.9.1 A temporary promoted boner is a boner who is not classified as a permanent boner, but who has completed a training period as a boner.
- 39.9.2 All employees if required by the employer after the making of this Agreement shall serve a probationary period (to be determined by the training committee) in the boning room and if required by the employer shall make themselves available to be trained as boners and/or slicers.
- 39.9.3 If an employee during the probationary period is rejected by the panel as a learner or in the event of the employee being failed by the panel after a trial period, he/she shall revert to the labouring position held prior to his/her probationary period to enable another person or persons to be trained.

#### **40 LOST INCENTIVE PAYMENTS**

The provisions of this clause shall only apply to employees as defined in clause 4.5.1 and clause 4.5.2 of this Agreement.

- 40.1 Payment will be calculated on the average production (metric tonne) on the day. If the payment is for lost incentive time, such a payment must be based upon the incentive payment and the tonnage not produced, rather than an hourly rate calculated on the base rate.
- 40.2 Lost incentive time payments shall apply to periods of mechanical break-down in excess of 15 minutes.
- 40.3 To assist in determining the lost incentive payment, notice boards will be placed in appropriate areas of the plant indicating the approximate number of livestock scheduled for the day's production and whether there is at least 6 productive hours of work for the day in question. The employer will update these figures no later than 9.00am each day.
- 40.4 In the event of a breakdown of a mechanical knife, work shall be continued using an ordinary knife and this section shall not apply.
- 40.5 If the work is interrupted while any animal, which has been knocked, remains untreated, the slaughter persons shall if required complete the dressing of such animal by such method as the employer may direct. The appropriate wage rates shall be paid for all cattle so completed in addition to any payments for lost incentive time to which the employees may have become entitled.

#### **41 SPECIAL OCCASIONS**

- 41.1 Where it is agreed between the employer and its employees that a Special Occasion exists and an individual or the majority of a group of employees in a section requests that special arrangements be made, those arrangements are to be made to ensure that the employer's production requirements are not affected.
- 41.2 The Union and all employees agree that should arrangements be made 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 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 National Employment Standards.

#### **42 CHANGES TO WORK STATIONS**

- 42.1 An employee may alternate between work stations only by agreement with the employer's representatives and on the basis that the employee concerned is competent to perform the tasks to which the employee wishes to transfer.
- 42.2 In assessing requests to change work positions the major criteria shall be the continued performance of work to standards acceptable to the employer.

#### **43 REGULATION OF CONVEYORS/RATE OF WORK**

Where conveyors are used in the process of slaughtering and/or boning, the speed of the conveyors shall be regulated and controlled by the employer so as to provide as near as practicable an even distribution of the throughput including an agreed tolerance over the actual usual hours of work. The basis for such distribution will be calculated in accordance with agreed levels of production and may require fluctuations in speed to accommodate the differing body sizes on the Slaughter Floors and in the Boning Room.

The provisions of this clause will be implemented following consultation with the Consultative Committee.

#### **44 CLOTHING PROVIDED BY EMPLOYER**

- 44.1 Where any clothing is provided free of cost by the employer it shall remain the property of the employer and the employee shall take reasonable care of such clothing.
- 44.2 Clothing provided by the employer 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 to return such clothing, the employer may recover from the employee concerned the value of such clothing from any moneys payable to the employee.
- 44.3 In cases where the employer requires an employee to wear any special uniform, coat, dress or clothing, the employer shall provide such uniform, dress, clothing or hats.

## 45 SCHEDULE A – CLASSIFICATION STRUCTURE

	Task	Classification Level
<b>Boning Room Back</b>		
	Leading Hands	1
	Trainee Leading Hand	2
	Loading Cryovac	Refer Notes
	Carton Lifter (BRB050& BRB020 same person)	5
	Packing on Cryovac	Refer Notes
	Rebagging Leakers	5
	Cryovac Corner	5
	Operate X Ray Machine& Frz Lidder	2
	Butt Cartons	3
	Operate Scales and Semi-Automatic Labelling Machine	3
<b>Night Shift Special</b>		
	Operate Chubber (Sausage Filler)	2
	Chubb Packers	8
	Mince Packers	8
	Pack Rib Fingers	8
	Bone Packers	8
<b>Boning Room Front</b>		
	Pushing In	3
	Sawyer	2
	Pre Trim	5
	Skirts front of the Room	3
	Neck Trim & Brisket Trim	Refer Notes
	Bone to Specification	1
	Slice to Specification	2
	Pack to Specification	Refer Notes
<b>Boning Room General</b>		
	Chemical Lean Testing (inc Drilling) & E-coli tests	3
	Operate Carton Former	5
	Carton Room/Lid Room	5
	Bag Room	5
	Reworks & Damaged Cartons	2
	Lab	3
	Trainer for Online Packers	Refer Notes
	Trainer for Slicers	2
	Trainer for Boners	1
	Spec Co-ordinators Boning Room	Refer Notes
	Online Checker Cryovac (not qualified)	3
	Online Checker Cryovac (beef specification qualified)	2
<b>Dicing Room</b>		
	Operate Skinning Machine – Manual Skinner	5
	Operate Skinning Machine (Automatic Skinner)	8
	DRM Loading and Packing Cryovac	3
	DRM Slicing to Specification	2
	DRM Packing to Specification	8
	Operate Dicing Machine	5
	Tempering Room	5

	Task	Classification Level
<b>VA Room</b>		
	Operate Bandsaw	2
	Brine Injector	2
	Operate Jet Netter and Loader	8
	VA Butcher/Knife hand	2
	VA Packing	8
	VA Loading and Packing of Cryovac	Refer Notes
<b>Protecon</b>		
	Sorting Bones	3x3 and 1x8
	Operate Protocon Machine	
	PRO Packing to Specification	
	Operate Automatic Veal Bone Saw	

**Notes:**

Loading Cryovac Old

Level 8 &amp; 1 x Experienced operator Level 5

Loading Ivac

Level 5 x 2

Packing on Cryovac

Level 5 while learning/ Level 3 when Experienced

Neck Trim &amp; Brisket Trim

Level 5 while learning/ Level 3 when Experienced

Pack to Specification

Level 8 while learning/ Level 5 when Experienced

Trainer for Online Packers

Level 3 while trainer / Level 5 when normal duties

Spec Co-ordinators Boning Room

Level 3 while learning/ Level 2 when Experienced on all Spec's

VA Loading and Packing of Cryovac

Level 5 while learning/ Level 3 when Experienced

**Beef Offal Room 80-90 hr**

Position	Classification Level	Position	Classification Level
Liver Table	8	Liver Table	8
Tongue Table	8	Tongue Table	8
Tail Table	8	Tail Table	8
Thin Skirts	7	Thin Skirts	7
Spare		Rover	8

**Beef Offal Room 100hr - 137hr**
**Veal Offal Rooms 130hr - 197hr**

Livers	8	Carton Room	8
Hearts	8	Scale Operators	4
Tongues	8	Freezers	7
Skirt Machine	7	Cryovac	7
Skirts & Cheeks	8		

**Miscellaneous in Red Offal Room**
**Cold Stores**

Day Shift		Night Shift	
Leading Hand	2	Leading Hand	2
Blast Freezer	1x3 & 1x5	Blast Freezer	1x3 & 1x5
Further Freezing-Trim & Bones	8	Further Freezing-Trim & Bones	8
Main Freezer	2	Main Freezer	3
Chilled Line	1x3 & 1x5 & 3x8	Chilled Line	1x3 & 1x5 & 3x8
Frozen Line	1x3 & 1x5 & 2x8	Frozen Line	1x5 & 1.5x8
Chillers & Freezers	3x3 & 3x5	Chillers & Freezers	1x3 & 1x5
Carton Loadout	5	Carton Loadout	1x3 & 1x5

**Container Load Outs**

Leading Hand	2		
Labourers	5		

**Laundry & Day Cleaners**

Morning Shift	8	Beef Floor	8
Afternoon Shift	8	Veal Floor	8
Canteen Cleaner	8	Offal Rooms	8
Amenties Cleaners	8	Boning Room	8
Rail Cleaners	6	Gantry Area's	8
		Team Leaders	6

**Night Cleaners**
**Chillers & Loaders**

Hook Room	8	Graders	1x1, 1x2, 3x3
Cleaning Rooms	8	Book In	2
Railway Line/Hooks	8	Push In Boning Room	3
Hot Beef	6	Top Boning Room	6
Hot Calves	6	Leading Hand	2
Loaders	5	QA/ MSA Room Validation	2xdays 3, 3xdays 6
Chiller Hands	6		

**Veal Chain 197hr**

Position	Classification Level	Position	Classification Level
Knockers	2	Hearts & Thick Skirt	4
Sticker	1	Liver removal	7
Weasand Clip	2	Kidneys	4
Pull Out	2	Open Lungs	7
Rodding	2	Thick Skirts	2
Shackle	2	Lungs & Livers (inedible)	4
NLIS Scanner	2	Lungs & Livers (edible)	2
Chin/Ears	1	Gut Chute	2
Horns/Hocks	2	Trim Tongues	Juvenile
Bung Cap	2	Offal Terminal	7
Legging	1	Drop Cheeks	2
1st Change Over	2 & Juvenile	Offal Collection	Juvenile
2nd Change Over	2	Sweet Bread & Lungs	Juvenile
Navel Trim & Tickets	2	Floor Cleaner	7
Flanking	1		
Rumping	1		
Bunging	1		
Bung Bag	Juvenile		
Tail Brush	2		
Cheek Skinning	2		
Hide Puller	1		
FQ Hocks	2		
Ear Trim	2		
Tail Trim	2		
Brisket Saw	1		
Head Removal	1		
Drop Tongues & Saw Horns	2		
Drop Tongues & Wash	2		
Tongue Rumbler	4		
Evisceration	1		
Splitting Saw	1		
FQ Trim	2		
Stick Wound Removal	2		
Retains	2		
Hocks	2		
Wizzard Knife	2		
High Trim	2		
HQ CCP Trim	2		
Tail Removal	2		
Thin Skirts	2		
Stamps	Juvenile		
Spinal Cord	2		
Scales	2 & Juvenile		
Mid Loin	2		
FQ CCP	2		
FQ CCP Light	7		
Leading Hand	1		
Backing Down	2		
Scribe Saw	2		

**Veal Floor 130 – 140Hr**

Position	Classification Level	Position	Classification Level
Knockers	2	Evisceration	1
Sticker	1	Splitting Saw	1
Weasand Clip	2	FQ Trim	2
Pull Out	2	Stick Wound Removal	2
Chin/Ears	1	Wizzard Knife	2
Horns/Hocks	2	High Trim	2
Bung Cap	2	HQ CCP Trim	2
Legging	1	Tail & Thin Skirts	2
Plastic HQ	Juvenile	Stamps	Juvenile
1st Change Over	2	Spinal Cord	2
2nd Change Over	2	Scales	2
Navel Trim & Tickets	2	FQ CCP	2
Flanking	1	Leading Hand	1
Rumping	1	Backing Down	2
Bunging, Tail, Cut brush	1	Scribe Saw	2
Bung Bag	Juvenile	Hearts	2
Cheek Skinning	2	Kidneys	2
Hide Puller	1	Thick Skirts	2
FQ Hocks	2	Lungs & Livers	2
Head Trim	2	Gut Chute	2
Rodding	2	Trim Tongues	Juvenile
Tail Trim	2	Retains	2
Brisket Saw	1	Offal Terminal	7
Head Removal	1	Offal Collection	Juvenile
Drop Tongues	2	Sweet Bread & Lungs	Juvenile
Cheek Drop	2	Floor Cleaner	7
Tongue Rumbler	4		



**Beef Chain set at 130hr or 137hr**

Position	Classification Level	Position	Classification Level
Knocking	2	Splitting Saws	1
Landing	2	Spinal Cord Removal	2
Stickers	1	Trachea Removal	7
Top Elevator	8	Retains	2
Drop Spinal Cord	7	Top Trim	2
Rodder	2	R/F Trim	2
Cut Throats	7	Aus-meat Trim	2
Horns	2	Btm Trim	2
Cut Heads	2	Navel Trim	4
Chin	2	Scales	2
Dentition	2	Tickets	Juvenile
First Head Flush	Juvenile	Hearts	Juvenile
Final Head Flush	2	Kidneys	Juvenile
Skin Heads	2	Guts	1x2 & 1x Juvenile
Udders	2	Livers	2
Legging	1	Thick Skirts	2
1st Leg C/O	8	Tongues	Juvenile
2nd Leg C/O	2	Floor	8
Tail Tag	7	Tails	2
Cap	7	Paddy Whack	2
Rump	1	Final Top Trim Scale	2
Poly on HQ	Juvenile	Knuckle & Stifle	2
Sig Knife	1	Heads	2
Fronts	1	Thin Skirts	2
Tendons	2	Back Down	2
Hide Chains	2	Offal Chute	Juvenile
Hide Puller	1	Offal wash	Juvenile
Front Feet	2	Pet Food	Juvenile
Bung	1	Fat Trim	2
Bung Bag	Juvenile	Drop Skirts	2
Brisket Saw	1	Leading Hand	1
Front Out	1		

**Beef Chain set at 125hr**

Position	Classification Level	Position	Classification Level
Knocking	2	Splitting Saws	1
Landing	2	Spinal Cord Removal	2
Stickers	1	Trachea Removal	7
Top Elevator	8	Retains	2
Drop Spinal Cord	7	Top Trim	2
Rodder	2	R/F Trim	2
Cut Throats	7	Aus-meat Trim	2
Horns	2	Btm Trim	2
Cut Heads	2	Navel Trim	4
Chin	2	Scales	2
Dentition	2	Tickets	Juvenile
First Head Flush	Juvenile	Hearts	Juvenile
Final Head Flush	2	Kidneys	Juvenile
Skin Heads	2	Guts	1x2 & 1x Juvenile
Udders	1	Livers	2
Legging	1	Thick Skirts	2
1st Leg C/O	8	Tongues	Juvenile
2nd Leg C/O	2	Floor	8
Tail Tag	7	Tails	2
Cap	7	Paddy Whack	2
Rump	1	Final Top Trim Scale	2
Poly on HQ	Juvenile	Knuckle & Stifle	2
Sig Knife	1	Heads	2
Fronts	1	Thin Skirts	2
Tendons	2	Back Down	2
Hide Chains	2	Offal Chute	Juvenile
Hide Puller	1	Offal wash	Juvenile
Front Feet	2	Pet Food	Juvenile
Bung	1	Fat Trim	2
Bung Bag	Juvenile	Drop Skirts	2
Brisket Saw	1	Leading Hand	1
Front Out	1		

**Beef Chain set at 100hr or 115hr**

Position	Classification Level	Position	Classification Level
Knocking	2	Spinal Cord Removal	2
Landing	2	Trachea Removal	7
Stickers	1	Retains	2
Rodder	2	Top Trim	2
Cut Throats	7	R/F Trim	2
Horns	2	Aus-meat Trim	2
Cut Heads	2	Btm Trim	2
Dentition	2	Navel Trim	4
First Head Flush	Juvenile	Scales	2
Final Head Flush	2	Hearts	Juvenile
Skin Heads	2	Kidneys	Juvenile
Udders	1	Guts	2
Legging	1	Livers	4
1st Leg C/O	7	Thick Skirts	2
2nd Leg C/O	2	Tongues	Juvenile
Tail Tag	2	Floor	7
Rump	1	Tails	2
Poly on HQ	Juvenile	Paddy Whack	2
Sig Knife	1	Final Top Trim Scale	2
Fronts	1	Knuckle & Stifle	2
Tendons	2	Heads	2
Hide Chains	2	Thin Skirts	2
Hide Puller	1	Back Down	2
Front Feet	2	Offal Chute	Juvenile
Bung	1	Offal wash	Juvenile
Bung Bag	Juvenile	Pet Food	Juvenile
Brisket Saw	1	Fat Trim	2
Front Out	1	Drop Skirts	4
Splitting Saws	1	Leading Hand	1

**Beef Chain 80-90Hr**

Position	Classification Level	Position	Classification Level
Knocking	2	Trachea Removal	8
Landing	2	Retains	2
Stickers	1	Top Trim	2
Rodder	2	R/F Trim	2
Horns	2	Aus-meat Trim	2
Cut Heads	2	Btm Trim	2
Dentition	2	Scales	2
Final Head Flush	2	Hearts & Kidneys	18 y/o Juvenile
Skin Heads	2	Guts	2
Udders	1	Livers	4
Legging	1	Thick Skirts	2
1st Leg C/O	7	Tongues	Juvenile
Tail Tag	2	Floor	7
Rump	1	Tails	4
Sig Knife	1	Paddy Whack	2
Fronts	1	Final Top Trim Scale	2
Tendons	2	Knuckle & Stifle	2
Hide Chains	2	Heads	2
Hide Puller	1	Thin Skirts	2
Front Feet	2	Back Down	2
Bung	1	Offal Chute	Juvenile
Bung Bag	Juvenile	Offal wash	Juvenile
Brisket Saw	1	Fat Trim	2
Front Out	1	Drop Skirts	4
Splitting Saws	1	Leading Hand	1
Spinal Cord Removal	2		

**Green Offal Room 80hr-125hr Agreed 21.08.12**
**Green Offal Room 130hr-197hr**

Beef		Veal	
Tripe Pieces	7	Whole Tripe	7
Honey Comb	7	Small Intestine Sel	7
Mountain Chain	7	Small Intestine Ph	7
Omasium	7	Large Intestine	2x7 & 3x8
Large Intestine	2x7 & 4x8	Vells	1x7& 1x8
Small Intestine	7	Veal Hides	6
Abomasium Reed	7		
Rectum	7		
Top Table	6		
Tripe Cooker	7		
Packers	8		

Position	Classification Level
<b>Yards</b>	
Book in Late Shift	7
Book in Day Shift	7
Anti Mortem	7
Veal Race	7
Beef Race	7
Veal Draft	7
Beef Draft	7
Wash Yards	8
Washing Cattle	8
<b>By-Products</b>	
Savall Operator	7
Tractor Driver	8
Tallow Man	4*
Cooker Man	4*
Blood Man	4*
Leading Hand	7
Pet Food	7
Condemn Room	7
Truck	7
Veal Blood	7
*Employees paid at classification level 4 in lieu of shift allowances.	

**46 SCHEDULE B**

- 46.1 The allowances prescribed in Column 1 will replace the relevant allowances in this Agreement on and from the date that clause 21.1.2 commences to operate.
- 46.2 The allowances prescribed in Column 2 will replace the relevant allowances in this Agreement on and from the date that clause 21.1.3 commences to operate.

Clause Number	Allowances	
	Column 1	Column 2
22.1.1	\$0.73	\$0.75
	\$1.36	\$1.40
22.12	\$1.36	\$1.40
22.1.9	\$14.79	\$15.23
22.2.1	\$30.72	\$31.65
22.3	\$11.71	\$12.06
22.4.1	\$13.53	\$13.93
22.4.2	\$21.22	\$21.85
22.4.3	\$27.24	\$28.06
22.4.4	\$3.98	\$4.10
22.4.5	\$0.52	\$0.54
22.4.6	\$8.56	\$8.82
26.14.7.1	\$5.30	\$5.46
27.1.6	\$12.95	\$13.34

47 SIGNATORIES TO THE AGREEMENT

47.1 The Company

Signed for and on behalf of **Cassino Food Processing Enterprise Agreement 2012**  
ABN: 42 060 208 366

Signed: SRScl-  
Name: Simon STAHL  
Address: PO Box 379 CASINO  
Position: CEO  
Date: 30-10-12

Witness

Signed: [Signature]  
Name: RICK STANDINGS  
Address: PO Box 379 CASINO NSW 2470  
Position: HR/OHS RISK MANAGER  
Date: 30/12/2012

47.2 The Union

Signed for and on behalf of **The Australasian Meat Industry Employees' Union**  
– Newcastle and Northern Branch  
ABN: 93 459 676 279

Signed: [Signature]  
Name: Grant Courtney  
Address: 34 Union St Newcastle West  
Position: Branch Secretary  
Date: November 2nd 2012

Witness

Signed: [Signature]  
Name: Susan Backin  
Address: 34 Union St Newcastle West  
Position: Membership Administrator  
Date: 2-11-12

**Individuals representing themselves**

Signed: Philip Robson  
Name: PHILIP ROBSON  
Address: 79 FARLEY ST CASINO  
Position: Boner  
Date: 2/11/12

**Witness**

Signed: R. Standing  
Name: R. STANDING  
Address: PO Box 379 CASINO  
Position: HR Manager  
Date: 2/11/12

Signed: Wayne C Wells  
Name: WAYNE WELLS  
Address: 23 ARTHUR ST CASINO  
Position: B/Floor LABOUR  
Date: 2/11/12

**Witness**

Signed: R. Standing  
Name: R. STANDING  
Address: PO Box 379 CASINO  
Position: HR MANAGER  
Date: 2/11/12



Signed: [Signature]  
Name: Rodney Hyde  
Address: 90 Brahman way North Casino  
Position: Veal  
Date: 2-11-012

Witness

Signed: [Signature]  
Name: R STANNING  
Address: PO Box 379, Casino  
Position: HR MANAGER  
Date: 2/11/12

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## NORTHERN CO-OPERATIVE MEAT COMPANY LTD

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ABN: 42 060 208 366

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28<sup>th</sup> November 2012

Commissioner Riordan  
Fair Work Australia  
Level 8, Terrace Tower,  
80 William Street,  
East Sydney, 2011

**Re: AG20112/8633- Application for approval of the Northern CO-operative Meat Company Ltd-Cassino Food Processing Enterprise Agreement 2012**

Dear Commissioner Riordan,

The Northern Co-operative Meat Company Ltd (NCMC) gives an undertaking that the following clause of the Northern Co-operative Meat Company Ltd Enterprise Agreement 2012 will be amended and replaced with the wording specified in the following clause:

### **26 ORDINARY AND USUAL HOURS OF WORK**

26.1 Subject to Part 3 and Part 5 of this Agreement a full time employee must work 38 ordinary hours of work plus 2 additional hours per week. The usual hours of work are 40 hours per week or 8 hours per day when the usual hours are worked on a five day roster. Both parties agree that the additional hours are reasonable and agree to 40 usual hours of work per week.

Regards,



Rick Standing.

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