



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Bindaree Beef Pty Ltd
(AG2019/690)

BINDAREE BEEF & AMIEU ENTERPRISE AGREEMENT 2019 - 2022

Meat Industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 22 NOVEMBER 2019

Application for approval of the Bindaree Beef & AMIEU Enterprise Agreement 2019 - 2022.

[1] An application has been made for approval of an enterprise agreement to be known as the *Bindaree Beef & AMIEU Enterprise Agreement 2019-2022 (Agreement)*. The application is made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by the employer, Bindaree Beef Pty Ltd (**Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided undertakings dated 20 November 2019, which are attached at Annexure A to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant modern award) and that the undertakings will not result in any substantial change to the Agreement.

[3] I note that the Commission sought the views of relevant bargaining representatives on the Applicant's proposed undertakings, who made no objection to same.

[4] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[5] I am also satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The *Australian Meat Industry Employees Union* has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is hereby approved and, in accordance with s.54 of the Act, will operate from 29 November 2019. The nominal term of the Agreement will expire on 29 November 2022.



DEPUTY PRESIDENT

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Annexure A

Matter No: AG2019/690

Applicant: Bindaree Beef Pty Ltd

Undertakings

I, Todd Anthony Newton, Business Manager (HR and Assets) being duly authorised by (Bindaree Beef Group, 7307 Gwydir Highway, Inverell, NSW, 2360 – ACN: 002 255 183) (“the Applicant”), provide the following undertakings on behalf of the Applicant to the Fair Work Commission pursuant to section 190 of the *Fair Work Act*, in relation to the application (AG2019/690) for approval of the enterprise bargaining agreement which is the subject of this application.

1. As to clause 8.5 of the agreement the Applicant undertakes that all employees who agree to a request by the Applicant to attend training outside normal production hours, will be paid at the applicable classification hourly base rate of pay, or at the applicable overtime rate of pay prescribed by the award, for those hours of training, whichever is the higher. Paragraph as to clause 18.7 of the agreement, the Applicant undertakes that if the amount of overtime actually worked on a Saturday by an employee working under that clause, exceeds \$260 by reference to award rates of pay, then the higher award rate amount will be paid for the overtime performed on that day as part of the wages paid for the week during which such overtime is performed.
2. As to clause 12.2 of the agreement, the Applicant undertakes to apply a procedure in the implementation of clause 12.2, in which a member of the management staff of the Applicant contacts a relevant employee and provides them with a full opportunity to rectify their attendance, and, if they do not do so, to provide to the employee an appropriate notice of termination of employment.
3. As to clause 14.6 of the agreement, the Applicant undertakes that it will not employ apprentices in any role covered by this agreement during the life of the agreement, and that clause 14.6 of the agreement will have no application and will not be applied.
4. As to clause 14.7 of the agreement, the Applicant undertakes that clause 14.7 of the agreement will be applied by the Applicant as if the word “serious” was inserted prior to the word “misconduct” for the purposes of providing that the period of notice does not apply.
5. As to clause 28.5 of the agreement, the Applicant undertakes to provide to all employees 10 days personal/carer’s leave in accordance with section 96 (1) of the *Fair Work Act*, in lieu of the entitlements set out in clause 28.5 of the agreement.
6. As to clause 38.4 of the agreement, the Applicant undertakes that the Applicant will not implement any right or entitlement conferred on the Applicant by clause 38.4, and will not deduct any monies from the entitlements of an employee in such circumstances, without first informing the relevant employee of the intention of the Applicant to do so, and obtaining the informed consent of the employee to any such deduction from the employee’s wages.

7. As to table 4 of appendix 1, the Applicant undertakes that the commencing rate of pay of casuals under the agreement will be increased from the rates set out in the agreement by the amount of \$0.50 per hour.
8. As to clause 18.1 of the agreement, the Applicant undertakes that any overtime worked in excess of the one hour referred to therein and paid as an "overs" payment will be paid at the rate of time and one half for the period up to 3 hours overtime and double time for any further overtime on that day.
9. The Applicant undertakes that it does not and will not during the term of the agreement employ any daily hire employees.
10. As to clause 32 of the agreement, the Applicant undertakes that this clause will be read and be applied as follows:

32.1 Notwithstanding anything elsewhere contained in this Agreement, the employer shall have the right to deduct payment:

- a. for any day on which the employee cannot be usefully employed, because of:
 - i. any strike other than in the plant, or
 - ii. any breakdown of machinery or any other stoppage of work in the meat industry by any cause (including a shortage of sufficient livestock suitable for processing) for which the employer cannot reasonably be held responsible (~~including a shortage of sufficient livestock suitable for processing~~); or
- b. for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.

32.2 In the event of shortage of suitable livestock as provided in Clause 32.1(a)(ii) the Company will give at least one days' notice of a stoppage of work for that reason. Employees may elect to utilise any paid Annual Leave accruals or any "Day in Lieu" accrual. Where the employee does not have enough Leave hours they will receive no pay.

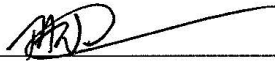
11. The Applicant undertakes that permanent employees engaged in each of the following classifications listed in Appendix 1:


Slaughter Person Grade 1
Slaughter person Grade 2
Neck Boner Grade 1
Neck Boner Grade 2
Carcass Grader 1
Boner -Grade 1
Boner -Grade 2
Slicer-Grade 1
Slicer-Grade 2;

will be paid for each week in which the employee performs all of the rostered shifts for that week a wage for all ordinary hours worked that is either:

- (a) calculated in accordance with the rates set out in Appendix 1; or

(b) an amount equal to 120% of the applicable ordinary time weekly wage rate set out in the Meat Industry Award 2010; whichever is the higher.

Signed for and on behalf of the Applicant by: 

Witnessed by: 
Katie Brennan JP # 128950

Date: 20th November 2019

Bindaree Beef & AMIEU Enterprise Agreement 2019 - 2022

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.

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2. Parties Bound and Coverage of Agreement

- 2.1 The parties to this Agreement are Bindaree Beef Pty Limited, ACN 056 599 163 located at 7307 Gwydir Highway, Inverell in the state of New South Wales (hereinafter called the Company) and The Australasian Meat Industry Employees' Union (Newcastle and Northern Branch) (hereinafter called the Union).
- 2.2 This Agreement shall be binding on the Company, the Union and in respect of all of the Company's employees for whom rates of pay and conditions of employment are prescribed in this Agreement.
- 2.3 This Agreement contains all the terms and conditions of employment of employees engaged under it and shall apply to the exclusion of any other Award or Certified Agreement made or registered under the Fair Work Act 2009 (the Act).

3. Aims

The objectives of this Agreement are-

- 3.1 to establish a profitable and enduring business as the processor of the highest quality product.
- 3.2 to develop a skilled workforce with the ability to ensure the consistency of this quality in order to help promote and expand the Company's opportunities both in Australia and overseas.
- 3.3 to acknowledge the importance of a harmonious, productive and open working relationship between all employees, union and the management of the Company.
- 3.4 to ensure the understanding and willingness of employees, union and the Company to accept the need for flexibility of jobs and duties within the Company's operation.
- 3.5 commitment to modernising the terms of the Agreement and implementing measures to improve the efficiency of industry and provide workers with access to more varied, fulfilling and better-paid jobs.
- 3.6 to build an atmosphere of trust and respect between all employees, union and management.
- 3.7 to share information between all parties to gain a better understanding and awareness of workplace issues and legislation changes.
- 3.8 more education and involvement from the union and members in the understanding of workers compensation legislation and the responsibilities that face injured workers and the Company.
- 3.9 that all employees of the Company will aim at reducing workplace accidents and identifying potential hazards.
- 3.10 a positive approach to preventative injury management the Company will have a person of the necessary qualifications to administer appropriate levels of remedial massage to employees during the week. Employees are required to seek approval from their Supervisor and be issued with a "time out" form prior to leaving the production area. Upon return they are to report to their Supervisor prior to recommencing work. This does not detract from the employees own responsibility to maintain a level of fitness to perform their duties to an acceptable standard.

4. Commencement Date, Duration and Renewal of Agreement

- 4.1 This Agreement shall commence to operate 7 days from the date of approval by the Fair Work Commission and shall remain in force for three (3) years from that date.
- 4.2 The parties bound agree that no further claims shall be made against the Company during the period covered by this document in respect of any matter whether covered by this Agreement or not.

- 4.3 The Agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected actions pursuant to the Act.
- 4.4 Up to the nominal expiry date of this Agreement neither the employees, nor any party to this Agreement, will engage in protected action pursuant to the Act, in relation to the performance of any work covered by the Agreement

5. Flexibility

- 5.1. An employer and employee covered by this Enterprise Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if the Agreement deals with 1 or more of the following matters:
 - 5.1.1. arrangements about when work is performed; overtime rates; penalty rates; allowances; leave loading; and
 - 5.1.2. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph 5.1.1; and
 - 5.1.3. the arrangement is genuinely agreed to by the employer and employee.
- 5.2. The employer must ensure that the terms of the Individual Flexibility Arrangement:
 - 5.2.1. are about permitted matters under section 172 of the Act; and
 - 5.2.2. are not unlawful terms under section 194 of the Act; and
 - 5.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.
- 5.3. The employer must ensure that the Individual Flexibility Arrangement
 - 5.3.1. is in writing; and
 - 5.3.2. includes the name of the employer and employee; and
 - 5.3.3. 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
 - 5.3.4. includes details of:
 - 5.3.4.1. the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - 5.3.4.2. how the arrangement will vary the effect of the terms; and
 - 5.3.4.3. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 5.3.5. states the day on which the arrangement commences.
- 5.4. The employer must give the employee a copy of the Individual Flexibility Arrangement within 14 days after it is agreed to.
- 5.5. The employer or employee may terminate the Individual Flexibility Arrangement:
 - 5.5.1. by giving no more than 28 days written notice to the other party to the arrangement, or
 - 5.5.2. if the employer and employee agree in writing — at any time.

6. Consultative Committee

- 6.1. A Consultative Committee has been formed. The Consultative Committee shall be made up of three (3) management representatives and eight (8) employee representatives ensuring all production areas and shifts are represented.
- 6.2. A quorum will consist of two (2) management and two (2) employee representatives and the union shed delegate.
- 6.3. The aims of the Consultative Committee are to work in a co-operative and productive manner with management to ensure matters concerning the application of this Agreement and any other agreed matters are adequately addressed.

- 6.4. Special purpose subcommittees or working parties may be appointed from time to time, by the Committee, to collect information, assess issues and provide reports to the Committee.
- 6.5. It is preferable that issues be resolved by consensus, however should it be necessary to cast a vote, employee representatives shall only cast equal votes to those cast by the employer representatives. Should the votes be tied the matter in question will be referred to Senior Management of the Company and an official of the Union to seek resolution.
- 6.6. Confidential and/or sensitive information may need to be dealt with during the meetings for the effective resolution of problems. Management will alert members as to the degree of confidentiality to be given to any such items as may be required. Each Committee member is obliged to respect and keep this confidentiality.
- 6.7. Any Agreements, including production Agreements, entered into between the Parties and approved by the Consultative Committee through the Unions consultative process 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 an Enterprise Agreement.
- 6.8. The Consultative Committee shall commence negotiations for a new Agreement at least four months prior to the expiry date.
- 6.9. The Management representatives shall ensure accurate minutes of all Consultative Committee meetings will be displayed on Plant
- 6.10. The Consultative Committee will remain active during the term of this Agreement and will meet no later than on a 2 (two) monthly basis to address any issues that may arise. These meetings may not require the full Consultative Committee to meet but may be limited to those members of the Consultative Committee to whom the specific issue relates.

7. Company Policies

- 7.1. The parties to this Agreement, referred to in clause 2, agree to observe and abide by the current Company policies and others as may be varied from time to time. Further, the Company may introduce additional agreed policies in consultation with both parties to this Agreement that will also be binding on all the parties to this Agreement.
- 7.2. A copy of the Company Policies will be provided to each employee at induction prior to commencement of duties by way of the Employee's Handbook.
- 7.3. An employee shall, upon entering or leaving the premises, allow the contents of any vehicle, baggage or such similar articles in their possession to be searched by an officer of the Company or respective nominee, upon the request of such officer or nominee.

8. Training

- 8.1. A Training Department currently operates.
- 8.2. Existing employees undertaking classroom training will be paid at the rate of their current classification.
- 8.3. Training will be in accordance with the Meat Processing Certificate which is nationally accredited by The Australian National Training Authority.
- 8.4. The aim of this program is to develop a workforce that is highly knowledgeable in all areas as follows:
 - Hygiene and sanitation
 - WH&S
 - Quality Assurance
 - Product Safetyand to increase the number and level of each employee's skills to promote a multi-skilled workforce. A skills register will be set up to record this.

- 8.5. Employees who agree to attend training that has been requested by the Company outside of normal production hours, will be paid at their normal classification hourly base rate of pay.
- 8.6. Arrangements may be made with management before participating in any training outside of normal production hours to allow sufficient time for the employee/employees affected to enable them to make necessary arrangements (family etc) to allow them to attend.
- 8.7. Training will conform to the provisions contained in the Bindaree Beef Labour Supply Agreement.

9. Introduction of Major Change

- 9.1. The Company has a duty to notify when, it has made a definite decision to introduce major changes that may have an effect on the rate of calculations of earnings, production, programme, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes together with the Consultative Committee and the Union.
- 9.2. Significant effects include but are not limited to major changes in the composition, operation or size of the Company's work force or in the skills required; the elimination or diminution of job opportunities; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. If where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- 9.3. The Company shall discuss with the employees affected and the union the introduction of the changes referred to in clause 9.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- 9.4. For the purposes of such discussion, the Company shall provide in writing to the employees concerned and the union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that the Company shall not be required to disclose confidential information the disclosure of which would be detrimental to the Company's interests.
- 9.5. Flexibility envisaged within the scope of this Agreement does not constitute major change.

10. Dealing with Disputes for Enterprise Agreements

- 10.1. If a dispute relates to:
 - 10.1.1. a matter arising under the Agreement; or
 - 10.1.2. the National Employment Standards (NES);this clause sets out procedures to settle the dispute.
- 10.2. An employee who is a party to the dispute may appoint a representative, either a Union representative or other support person, for the purposes of the procedures in this term.
- 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, a party to the dispute may refer the matter to the Fair Work Commission.
- 10.5. The Fair Work Commission may deal with the dispute in 2 stages:

- 10.5.1. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- 10.5.2. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 10.5.2.1. arbitrate the dispute; and
 - 10.5.2.2. make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

10.6. While the parties are trying to resolve the dispute using the procedures in this clause:

- 10.6.1. an employee must continue to perform their work as they would normally unless he or she has a reasonable concern about an imminent risk to their health or safety; and
- 10.6.2. 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:
 - 10.6.2.1. the work is not safe; or
 - 10.6.2.2. applicable workplace health and safety legislation would not permit the work to be performed; or
 - 10.6.2.3. the work is not appropriate for the employee to perform; or
 - 10.6.2.4. there are other reasonable grounds for the employee to refuse to comply with the direction.

10.7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

11. Employment Categories

- 11.1. The Company has on offer a number of employment options. All categories are subject to the conditions stated in this Agreement. Based on this the intention is to ensure job security.
- 11.2. All new Company employees will be placed on an initial six months probationary period during which time employment may be terminated for any valid reason with no notice period required by either party. Extension of the probationary period may be required for reasons of sickness/attendance, Worker's compensation, change of duties, but not limited to these reasons only.
- 11.3. New employees will be placed on New Start Labourers wage rate. Regular reviews will be conducted by the parties to assess the employee's suitability to progress off New Start Labourers wage rate.
- 11.4. An employee may be engaged on full-time, part-time, casual, daily hire, part time daily hire or job share employment. At the point of an offer of employment, the Company shall inform the employee which category of employment is being offered. The Company, the Union and employee may agree to the transfer of the employee from one category to another.

11.5. Notwithstanding anything contained in this Agreement, if the parties are unable to agree upon a transfer from one category to another, the Company may require the employee to transfer from:-

- full time to daily hire, or
- daily hire to full time hire, or
- part time to part time daily hire, or
- part time daily hire to part time

upon giving to the employee 7 days' notice of such transfer.

11.6. If the Company decides to convert weekly and part time employees to regular daily hire or part time regular daily hire after the 7 day notice period the Company will ensure all employees affected by this conversion will not be disadvantaged in relation to comparisons with the applicable award regular daily hire arrangements relating to guaranteed daily income with the 10% loading.

11.7. Full Time Employees

11.7.1 All employees other than part-time, casual, job-sharing or trainees, who are employed to work a maximum of 38 ordinary hours per week plus reasonable additional hours.

11.8. Part Time Employees

11.8.1 A part time employee can be employed up to 10 hours per day of ordinary time but must work less than 38 ordinary hours per week.

11.9. Casual Employee

11.9.1 A casual employee shall be employed by the day or shift and employment will terminate at the end of each such day or shift.

11.9.2 They will be employed for a minimum of four (4) ordinary hours within or outside the ordinary hours of work otherwise prescribed by this Agreement.

11.9.3 A casual employee shall be paid at the Award hourly base rate for the classification they are employed, plus a 25% loading for each ordinary time hour. Such loading shall be in lieu of payment for Annual Leave, Personal Leave, Public Holidays, Compassionate Leave, Carers Leave and Parental Leave.

11.9.4 A casual employee who terminates their employment prior to the end of their ordinary working hours on any day or shift will not be entitled to payment in respect of any time actually worked on that day or shift.

11.10 Job Sharing

11.10.1 Job Sharing is an arrangement entered into by two (2) employees who guarantee to cover and share all the duties and responsibilities of a particular classification

11.10.2 The use of job-sharing will be at the sole discretion of the Company. Each member of the job sharing team must individually meet selection criteria for employment.

11.10.3 Job-share employees will remain on a casual basis of payment to avoid confusion with the payment of entitlements. They will be entitled to incentive payments related to production if so assessed.

11.11 Trainees

11.11.1 Subject to the relevant apprenticeship and traineeship legislation, all full time and part time trainees will be signed up on the Company's training program.

11.11.2 Payment for on the job training will be as contained in this Agreement.

11.12 Juniors

11.12.1 Juniors are all employees under the age of 20 years of age.

11.12.2 A junior may be employed in any of the classifications in this Agreement and shall be paid at the following percentage rate for their base rate:

AGE	PERCENTAGE (%)
Under 17 years	50%
17-18 years	60%
18-19 years	75%
19-20 years	85%

11.12.3 There may be some tasks throughout the plant that when assessed and agreed by both parties a junior in full time employment with the Company may be paid at the appropriate adult rate when deemed competent for the classification they are regularly performing.

11.12.4 Examples of tasks able to be performed by Junior employees is detailed in Appendix 2

11.13 Changes between employment classifications.

11.13.1 There is no automatic progression from one classification to another. This also applies in instances where employees have received training and been assessed as competent

11.13.2 Should an employee be transferred to a lower classification at their request there will be no notice required for such a change in classification

11.13.3 Existing staff will be notified when a position becomes vacant on plant and have the opportunity to apply for that position. External advertising may also take place. The final decision will be made on the individual merits of the applicants

11.14 Slicers Ratio

11.14.1 The Company shall endeavour to provide the optimal ratio of slicers to boners to obtain maximum production levels.

11.14.2 The Company shall endeavour to increase the number of slicers and labourers needed in the team to cope with particular special orders and cattle types so as to maintain the flow of production through the room.

12. Absence from Duty

12.1. An employee not attending for duty shall, except as provided by clause 27 and 28 of this Agreement, lose pay for the actual time of such non-attendance.

12.2. An employee who has been absent without approved leave for 3 (three) days and has not contacted the Company may be deemed to have abandoned their position.

13. Redundancy

13.1 Redundancy will only occur when the Company has made the decision there is no longer the need for the job the employee is performing to be done by the employee or by anyone else.

13.2 Transfer to lower paid duties

13.2.1 When an employee is transferred to lower paid duties the employee will be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the Company may, at the Company's option, make payment in lieu thereof of an amount equal to the difference between the employee's former classification rate and the new lower classification rate for the number of weeks of notice still owing.

13.2.2 In the case of a transfer to another position within the Company the redundancy payment will not apply.

13.3 Severance Pay

13.3.1 In addition to the required notice for termination a permanent employee will be entitled to the following amount of severance pay in respect of a continuous period of permanent service:

Period of continuous service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 week's pay
2 years and less than 3 years	6 week's pay
3 years and less than 4 years	7 week's pay
4 years and less than 5 years	8 week's pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8	13 weeks' pay
8 years and less than 9	14 weeks' pay
9 years and less than 10	16 weeks' pay
10 years and over	12 weeks' pay

13.4 "Week's Pay" shall mean the base rate for the employee's classification as prescribed in Clause 21.

13.5 Employee Leaving During Notice

13.5.1 An employee whose employment is terminated for reasons set out in this clause may terminate their employment during the period of notice and if so will be entitled to leave entitlements and severance pay under this clause up until their last working day with the Company. In such circumstances the employee will not be entitled to payment in lieu of notice.

13.6 Alternative Employment

13.6.1 Where acceptable alternate employment has been found for an employee outside of the Company the redundancy payment shall not apply.

13.7 Incapacity to Pay

13.7.1 The Company in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied on the basis of the Company's incapacity to pay.

13.8 Time Off During Notice Period

13.8.1 During the period of notice of termination given by the Company for the reasons set out in this clause, an employee shall 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. If the employee has been allowed paid leave for more than one day during the notice period, the Company may require the employee to provide proof of attendance at an interview or payment for time absent need not be made. For this purpose, a letter, on Company letterhead, from the interviewing officer will be sufficient.

13.9 Permanent Close-Downs of Meat Processing Establishments

13.9.1 Where the Company has made a definite decision to permanently close down a Meat Processing establishment, employees of such establishment shall be entitled to all of the provisions of this clause.

13.9.2 For the purpose of this sub-clause, Meat Processing establishment shall include parts thereof including but not limited to a chain, rail, section, department, room or sub-room of such Meat Processing establishment.

13.10 Employees Exempted

13.10.1 This redundancy clause will not apply to trainees, apprentices, probationary employees, casual employees or employees engaged for a specific period of time or for a specified task or tasks who are employed by the Company.

13.10.2 It shall not apply to employees who have been terminated as a consequence of conduct that justifies instant dismissal.

13.10.3 It shall not apply to employees with less than one year's service.

13.11 Notice to Centrelink

13.11.1 Where a decision has been made to terminate employees in the circumstances outlined in clause 13.1 hereof, the Company shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

14. Termination of Employment

14.1. Notice will be required when resigning from or terminating employment after the initial qualifying period as per the NES

Period Of Continuous Permanent Service	Notice Period
1 year or less	1 week
1 – 3 years	2 weeks
3 – 5 years	3 weeks
Over 5 years	4 weeks

14.2. In addition to the notice in 14.1, employees over 45 years of age at the time of the giving of the notice with more than two years continuous service will be entitled to an additional one week's notice as per the NES.

14.3. Notice may be given at any time during the week, but if given at any time within the employee's rostered working hours, will apply from the production finishing time for the day except where payment is made either partially or totally in lieu of notice, in which case time calculated from the time of notice.

14.4. Payment in lieu will be made in respect of that period of the appropriate notice prescribed in 14.1, which is not given.

14.5. Payment in lieu of notice will be calculated on the relevant classification base wage rate of an employee in respect of the ordinary time.

14.6. The period of notice in this clause will not apply in the case of casual employees, trainees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks or during the qualifying period.

14.7. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal including malingering, inefficiency, and neglect of duty or misconduct. In such cases the wages will be paid up to the time of dismissal only.

- 14.8. Payment of monies due to the employee shall be paid in the first full pay period following the termination.
- 14.9. An employee who resigns from their position shall give the same period of notice as required by the Company.
- 14.10. If an employee fails to give the Company the required notice, the Company has the right to withhold monies equal to the amount of one (1) weeks' pay in lieu of notice.
- 14.11. An employee who uses leave as part of their notice period shall not be paid leave loading on that part of leave used as notice.

15. Length of Service

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

15.1. Acquisition of Length Of Service

An employee shall acquire length of service on completion of a probationary period as provided by NES.

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

15.2. Observance of Length Of Service

The employer will engage and retrench employees according to their length of service. Where two or more employees have equal length of service, the employer shall determine who shall be engaged or retrenched. Provided that nothing in this clause shall:

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

15.3. Sectional Length Of Service

The works is broken up into three sections for length of service application:

Slaughter Floor

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

Boning Room

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

All Other Sections

This section includes all other employees inclusive of load out, by products, day cleaners and night cleaners.

15.4. Portability of Length of Service

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

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

15.5. Loss of Length of Service

An employee shall forfeit length of service if:

15.5.1 the employee terminated their own engagement; or

15.5.2 the employee is terminated by the employer for performance related reasons

16. Public Holidays

16.1. Public Holidays recognised by this Agreement are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, ANZAC Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, as per the NES.

16.2. The Company nominates the following Public Holidays that may be requested to be worked: Australia Day, Queen's Birthday and Labour Day. As per the National Employment Standards Division 10, Section 114 will determine if the request to work or the refusal of a request is reasonable.

16.3. These days (clause 16.2) will be worked as a standard 9.5 hour day with reference to a 4 day fixed or rotating roster or a standard 7.6 hour day with reference to a 5 day roster.

16.4. An employee will be entitled to payment for Public Holidays in 16.1 only when it falls on a day which is their rostered ordinary working day. For 4 day rotating rosters Public Holidays will be recognised on the actual day Monday to Friday and the gazetted day if the Public Holiday falls on a Saturday or Sunday. For a 4 day rotating roster Monday to Saturday Public Holidays will be recognised on the actual day Monday to Saturday and the gazetted day of the Public Holiday falls on a Sunday.

16.5. Employees, other than casual employees, who work a Public Holiday contained in Clause 16.2 will be paid time and one half for the first two hours and double time thereafter. Only permanent employees will receive payment for the Public Holiday, at their base rate, in addition to the above payment. Alternatively they may elect to accrue a day in lieu in which case they will be paid time and one half for the first two (2) hours and double time thereafter subsequently be paid the base rate of pay when lieu time is taken off work.

16.6. Boners/Slicers/Slaughterers who work a Public Holiday contained in 16.2 will be paid double time i.e. Public Holiday and ordinary day at base rate of pay, including double overs and attendance bonus (where applicable) for the day or may elect to accrue a day in lieu which will be paid at the base rate with overs and attendance bonus (where applicable) at the same rate applicable to Public Holiday worked when working 5 days per week.

If the payment in this clause is less than the rate in clause 16.5 then payment will be made in accordance with clause 16.5.

16.7. Public Holidays worked as an additional day shall be paid as per clauses 16.5 and 16.6.

16.8. Should the Company not require work on a nominated Public Holiday the Company will endeavour to give 48 hours' notice.

16.9. Public Holidays not worked will be paid to permanent employees at the base rate of pay only if they were rostered on to work that Public Holiday. Where an additional Public

Holiday is gazetted by Government authority in a particular locality, it shall not be taken or paid as a Public Holiday for the purpose of this Agreement.

- 16.10. With reference to a 5 day roster Monday – Friday, where in a locality another day is proclaimed in substitution for a holiday mentioned in this clause, such other day is to be observed as a holiday for the purposes of this Agreement provided that the day on which the holiday would have fallen shall not be deemed a holiday for any purpose of this Agreement.
- 16.11. With reference to a 7 day roster Monday – Sunday the Public Holiday will be observed on the actual day that it falls and not substituted for any other day.
- 16.12. Employees including casuals who work on Christmas Day or Anzac Day shall for all time worked be paid at double the ordinary hourly rate. Only permanent employees will receive payment for the Public Holiday, at their base rate, in addition to the above payment.
- 16.13. Employees including casuals who work on any Public Holiday (except those holidays contained in clauses 16.2 and 16.12) shall be paid for all time worked at the rate of time and a half for the first 3 hours and double time thereafter based on the ordinary hourly rate. Only permanent employees will receive payment for the Public Holiday, at their base rate, in addition to the above payment.
- 16.14. If any employee other than a casual employee is dismissed within fourteen days before any of the holidays and is re-engaged within fourteen days after any of the holidays, the employee shall be deemed to have been dismissed for the purpose of evading payment for such holiday and any payment so evaded shall be due and payable to the employee.

17. Hours of Work

- 17.1. Ordinary hours shall not exceed an average of 38 per week and not exceed 152 in 28 days unless agreed by both parties.
- 17.2. Subject to the provisions of this clause, ordinary hours may be worked on any day, or all of the days of the week Monday to Friday except as outlined in clauses 17.14.1 below.
- 17.3. Standard ordinary hours are Monday to Friday - between 5.00 a.m. and 8.00 p.m. when working a standard 5 day roster.
- 17.4. The spread of hours (i.e. between 5.00 a.m. and 8.00 p.m.) may be altered by up to one hour at either end of the spread by Agreement between the Company, the Union and the majority of employees concerned or in appropriate circumstances, between the Company and an individual employee.
- 17.5. Ordinary hours will be continuous except for meal breaks.
- 17.6. Starting and finishing times of the ordinary hours of work may be altered either by Agreement with the Union, the employee, the majority of employees in the Plant or department or section and/or the Consultative Committee or if no such Agreement is forthcoming by the Company with a minimum of thirty-six (36) hours' notice.
- 17.7. Any work performed by an employee prior to the spread of hours which is continuous with ordinary hours, for the purpose, for example, of getting the Plant ready for production work, may be regarded as part of the 38 ordinary hours of work.
- 17.8. Standard ordinary hours for a 5 day roster shall be a maximum of 7.6 hours per day (5 x 7.6).
- 17.9. Standard ordinary hours for a fixed or rotating 4 day roster shall be a maximum of 9.5 hours per day (4 x 9.5).
- 17.10. Management with the giving of five weeks' notice to the parties bound may adopt to work any or a combination of 9.5 hour day rosters to get to seven days of operation. This notice may be less with the Agreement of the parties to this Agreement.

17.11. When the Plant is operating 7 days per week current employees (prior to 1st July, 2007) will have the option to work the static 4 day Monday to Thursday shift unless they have signed up for upskilling to work the Thursday to Sunday or Friday to Monday shifts.

17.12. Where an employee's hours of work commence on one day and conclude on the next day, the hours of work of that employee shall be deemed to have all been worked on the day that the employee's hours of work commenced.

17.13. Night Cleaners

17.13.1 Night Cleaners may be employed on ordinary hours between 2.00 pm and 4.30 am.. Applicable penalty rates are as per Clause 19.

17.14. Saturday and Sunday – Ordinary Hours Penalty

17.14.1. Subject to the other provisions of this Agreement, all ordinary hours worked on Saturdays and Sundays shall attract a stand-alone loading of 50% and 100% respectively which shall not be taken into account when calculating any entitlement under this Agreement.

18. Overtime

18.1. All time worked outside the standard ordinary working hours on any shift shall be deemed to be overtime and shall be paid for at time and one half for the first three hours and double time thereafter. An overs payment will be substituted for time and a half for Boners/Slicers/Slaughterers who work in excess of the specified standard ordinary hours for the shift, provided that the overs payment for the period of the overtime exceeds the time and a half rate for the period.

If the overs payment applicable to the overtime period is less than the rate of time and a half (for example if there was a breakdown and throughput is reduced) the employees will be entitled to be paid for that period at the higher rate of time and a half.

18.2. The Company may require an employee to work reasonable overtime, at overtime rates, and such employee shall work overtime in accordance with such requirement.

18.3. A total of up to 30 minutes extra production time per shift may be required to be worked in the Boning Room/Slaughter Floor when working 9.5 standard ordinary working hour shifts.

18.4. A total of up to 60 minutes extra production time per shift may be required to be worked in the Boning Room/Slaughter Floor when working 7.6 standard ordinary working hour shifts. The total of 5 hours extra production time per week can be worked in various amounts each day during the week with Agreement between the parties.

18.5. For employees employed in the boning room, if Friday overtime is required to be worked by the Company, employees may be required to work 30 minutes. Should the Company request a further 30 minutes overtime this opportunity to work offered is on a voluntary basis. This clause is applicable when a 5 day x 7.6 hour per day roster is operational.

18.6. Overtime is at the Company's discretion and direction, taking into consideration operational requirements, with notice given to employees as soon as is practicable.

18.7. Fixed rates for Boning, Slicing and Slaughtering for Saturday overtime:

18.7.1. Rates are in payment for up to six (6) hours overtime worked on a Saturday whether 6 hours are worked or not.

18.7.2. Fixed rates apply to Boners, Slicers and Slaughterers and are set out in the pay rates for these classifications.

18.7.3. For other classifications the minimum payment is three (3) hours at time and a half and three (3) hours at double time.

19. Shiftwork

- 19.1. Shifts may be worked on any work covered by this Agreement.
- 19.2. The Company shall not, unless with the agreement of the parties, transfer an employee from day work to shift work, or from shift work to day work. Should agreement not be reached the Company may transfer an employee from day work to shift work, or from shift work to day work on the giving of 7 days' notice.
- 19.3. Shifts may be worked on a one-shift, two-shift or three-shift system.
- 19.4. For the purposes of this clause:
 - 19.4.1 Afternoon shift means any shift commencing after 2.00 p.m. and finishing before midnight.
 - 19.4.2 Night shift means any shift finishing after midnight and before 9.00 a.m.
 - 19.4.3 Fixed night shift means a night shift (as defined) on which an employee is not allowed to rotate so as to give the employee at least one week each three consecutive weeks on some other shift or shifts.
 - 19.4.4 Day shift in a three-shift system means any shift finishing before 5.00 p.m.
- 19.5 The hours covered by a shift for production workers shall be dictated by the hours worked by Boners or Slaughterers on that shift i.e. production hours only (does not include overtime).
- 19.6 **Shift allowances**
 - 19.6.1 An employee on afternoon shift shall be paid the appropriate rate for the classification in which the employee is employed under this Agreement, plus 15% of the base rate of pay.
 - 19.6.2 An employee on night shift shall be paid the appropriate rate for the classification in which the employee is employed under this Agreement, plus 25% of the base rate of pay.
 - 19.6.3 An employee on a fixed night shift shall be paid the appropriate rate for the classification in which the employee is employed under this Agreement, plus 30% of the base rate of pay.
 - 19.6.4 A casual employee employed in shift work shall receive the appropriate percentage loading as prescribed in clause 19.6.1 to 19.6.3 and in addition thereto 25% of the base rate excluding shift allowance (i.e. casual loading as prescribed by clause 11.9.3, of this Agreement)
- 19.7 **Meal intervals - shift workers**
 - 19.7.1 A shift worker except when engaged on a three-shift system, may either be allowed a meal interval of no less than 30 minutes in accordance with clauses 20.1 and 20.5 of this Agreement, or
 - 19.7.2 Shift workers engaged on a three-shift system and shift workers not engaged on a three-shift system who are not allowed the meal intervals as prescribed in clause 19.7.1 shall be allowed a crib time of 30 minutes which shall be counted as time worked to be taken at a time agreed between the Company and a majority of employees having regard to the provision of clause 20.4 of this Agreement.
- 19.8 Where employees are engaged on a three-shift system such employees shall rotate weekly between day, afternoon and/or night shift, provided that the Company shall determine if operational requirements require an employee remaining permanently on any of the three shifts.

20 Breaks

- 20.1 Employees shall be allowed the following breaks, 20 minute smoko in the morning (15 minutes paid / 5 minutes unpaid), 30 minutes lunch break (meal break for shift workers) (Unpaid) and 5 minutes lappo in the afternoon (unpaid) only in circumstances where Boners/Slaughterers are expected to work in excess of 7.6 hours for the day. When a 4 day roster is being worked (4 x 9.5 hours) the 5 minutes lappo in the afternoon will be increased to 15 minutes where Boners/Slaughterers are expected to work in excess of 9.5 hours for the day.

- 20.2 Except in the case of emergency, and agreement by both parties, the time for meal intervals shall not be altered except on 24 hours' notice to the employees concerned.
- 20.3 No employee shall be called upon to work for more than five hours without a break for a meal.
- 20.4 Any employee called upon to work during a meal interval shall be paid at overtime rates for the period so employed and such overtime rates shall continue until a meal break is allowed
- 20.5 Meal intervals where allowed shall not except as otherwise prescribed be counted as part of the daily or weekly hours worked.
- 20.6 An employee required to work overtime for one and a half hours or more after the production finishing time shall be allowed a meal interval of not less than 30 minutes. Provided however that if by continuing at work the work can be completed in not more than two hours after the employee's production finishing time the employee may elect to continue at work until the work is completed and in that case the Company shall not be obligated under this sub-clause to give a break for a meal.
- 20.7 An employee required to work overtime for one and a half hours or more after the ordinary finishing time shall be paid meal money in accordance with the Award..
- 20.8 An employee will be given at least eight consecutive hours off duty between the works of consecutive days or be released from duty without loss of pay on the next day until he or she has had at least eight consecutive hours off duty. If the employer requests the employee to resume duty without at least eight consecutive hours off duty, they will be paid at the appropriate penalty rate prescribed, being time and a half for the first 3 hours and double time thereafter at Base rate, until released from duty to obtain eight consecutive hours off duty.

21 Rates of Pay for Current Technology of the Plant

- 21.1 Rates of pay for all work classifications are contained in **Appendix 1**
- 21.2 **Formula for processing light cattle**
Both parties shall formulate, trial and implement an agreed payment incentive for the processing of light cattle. Any trial will be adjusted if necessary so that neither party is disadvantaged under this arrangement.
- 21.3 **Heavy Bodies**
If the average weight of bodies processed during any one day through the boning room exceeds 280 kgs the 17.2 body target will be reduced to 16.2 (under a 5 x 7.6 hour day roster) or the 21.5 body target will be reduced to 20.25 (under a 4 x 9.5 hour day roster) for the calculation of wages for that day.
- 21.4 **Day Cleaners**
Day Cleaners employed prior to the commencement of the 2009-2013 Agreement will receive the appropriate pay increases for the life of this Agreement as contained in the Rate Schedule. Day Cleaners employed after the commencement of the 2009-2013 Agreement will be known as General Hands and paid accordingly.
- 21.5 **Slaughter Floor**
In the event that the Slaughter Floor has a day so interrupted with stoppages that the number of cattle killed is severely affected, the employee's representative can approach the Plant Manager to ask for a review of the tally payment for the day. The Plant Manager will determine if a review of the daily tally is warranted, however the outcome of that decision in no way prevents a grievance being raised as per clause 10 of this Agreement.

22 Skills Grading

- 22.1 The company's aim is to continually upgrade and improve employees skills to maintain the highest standard and consistency for our customers. Regular assessments will be held by a qualified assessor / trainer to ensure each employee is meeting the requirements of the classification they are performing.
 - 22.1.1 e.g. Slicer - The Assessor will check all the cuts from the forequarter and hindquarter as presented by the slicer, working at the required chain speed, during the period of assessment. The slicer would be required to have attained a minimum of 80% of the cuts showing in the third column.
- 22.2 When this standard is reached, the slicer will be paid at the Slicer 1 rate. If the Slicer does not meet this standard, the trainer will provide extra tuition for the slicer to improve their skills.
- 22.3 During the next assessment to be held within the month, the minimum 80% requirement is still not attained. The slicer will either remain or be reverted to the Slicer 2 rate of pay. It is the company's intention to assess employees, whether they are trainees or not, no less frequently than 6 monthly and not more than 3 times a year on the same task. Employees not assessed or given additional training during this period will obtain the higher rate of classification.
- 22.4 Slaughterers – Once an employee is assessed as competent in one (1) slaughtering task they will be classified as a Slaughterperson Grade 2. Once an employee has been assessed as competent in three (3) slaughtering tasks they will be classified as a Slaughterperson Grade 1.
 - 22.4.1 In the absence of an employee assessment for a Slaughter Person Grade 2 and on successfully completing in excess of 85% of their time during a continuous 252 day working period as a Slaughter Person Grade 1 the Company will proceed to upgrade and reclassify that employee to a Slaughter Person Grade 1.

23 Payment of Wages

- 23.1 Wages shall be paid by electronic transfer to a bank account as nominated by the employee. Such transfer will take place on Tuesday for availability of funds on Wednesday.
- 23.2 Upon termination of employment, wages will be paid into the specified account in the next full weeks' pay day.
- 23.3 In the event an employee is negligent in the completion of a timesheet, that days wage will be paid in the following week's wages after verification by the employee's supervisor.
- 23.4 In the event of a Public Holiday falling at the start of a working week, wages may be paid a day late into each employees account (maximum 24 hour variance to normal practice).
- 23.5 In the event of two coinciding Public Holidays falling at the start of a working week e.g Monday and Tuesday or Tuesday and Wednesday, wages may be paid on the Thursday or Friday of that week for the prior pay period on the proviso that employees receive notification at least 2 weeks in advance. If this situation will cause an employee financial hardship such employee shall have the opportunity to approach the Company and a wage advance may be arranged.

24 Mixed Functions

- 24.1 An employee shall perform tasks that are within the employees' capabilities, or combination of tasks, whatever the classification, as the Company may require.

- 24.2 An employee engaged for two hours or more on any day or shift on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day or shift, and if for less than two hours of the employee's total time worked on such day or shift, the employee will be paid for two hours at the rate of the higher classification and the balance of the employee's working time at the rate pertaining to the employee's ordinary classification.
- 24.3 This change of pay rate will not apply when a trainee is involved or when an employee is in training or when competencies are being tested.
- 24.4 For the purpose of Annual Leave, Public Holidays not worked and Personal Leave entitlements an employee who works at different classifications will be paid at the highest classification worked only if those duties were performed for greater than 60% of the previous 12 months.

25 Allowances

- 25.1 In addition to the rates set out in this Agreement, the following rates shall apply.
- 25.2 Where a person employed under this Agreement is required to work in a temperature artificially reduced below zero Celsius the employee shall be paid at the rate of \$0-85 for every hour or part of an hour for which in the aggregate the employee is so required to work:
- 25.3 Meal Allowance – A meal allowance of \$14.25 will be paid to an employee who is required to work more than one and a half (1 ½) hours or more after the ordinary finishing time, or the Company may provide a meal to the employee in lieu of the meal allowance.
- 25.4 Tutors Allowance – an allowance of \$5.00 per day will be paid to an employee who is actively involved in the duties of a Tutor Slaughterperson, Tutor Boner, Tutor Slicer or Tutor Packer.
- 25.5 Gut Room Allowance will be paid to back tripe room employees employed as labourers at the rate of \$5.00 per day (excludes Follow On labourers).
- 25.6 Fork Lift Allowance – an allowance of \$2.50 per day will be paid to an employee who is appropriately qualified and performs the duties of a forklift driver in their production area for the greater part of their day i.e. 4 hours for a 7.6 hour shift and 5 hours for a 9.5 hour shift. If the Company is required to pay for the employee's training then no Forklift Allowance will be payable to that employee for a period of two years from the date of the completion of training.
- 25.7 Leading Hands appointed by the Company with the supervision of other employees shall be paid a Leading Hand allowance of \$8.00 per day when working a 7.6 hour ordinary time shift and \$10.00 per day when working a 9.5 hour ordinary time shift.
- 25.8 Cleaners Allowance will be paid to cleaners at the rate of \$6.00 per day.
- 25.9 Boot Allowance will be paid to eligible employees in the following classifications:
 - 25.9.1 By Products Labourers Grade 1 and 2 - \$3.85 per week;
 - 25.9.2 Load Out and Palletising Grade 1 and 2 - \$2.00 per week.

26 Attendance Bonus

- 26.1 A permanent employee will be entitled to be paid an Attendance Bonus for each week which the employee has worked all of the hours of work requested of that employee by the employer for the week (including all overtime reasonably requested of the employee).
- 26.2 An Attendance Bonus will be paid for the following provided the employee has worked all of the hours of work requested of that employee by the employer for the week (including all overtime reasonably requested of the employee):

- 26.2.1 If working under any 4 day roster an employee may be granted approval to swap a rostered work day with an employee of the same classification and skills;
- 26.2.2 On approved days taken "in lieu" of work previously completed on public holiday.
- 26.3 An Attendance Bonus will not be paid for Public Holidays that are not worked. The Attendance Bonus will be paid proportionately provided the employee has worked all of the hours of work requested of that employee by the employer for the week (including all overtime reasonably requested of the employee).
- 26.4 An Attendance Bonus will not be paid on Annual Leave for production workers but will be payable on Annual Leave for Night Cleaners and General Hands.

27 Annual Leave

- 27.1 An employee (other than a casual employee) shall be entitled to accrual and payment of annual leave in accordance with NES.
- 27.2 In addition to 27.1, employees shall be entitled to the following annual leave conditions:-
 - 27.2.1 For new employees no leave loading will be paid until the employee has completed twelve month's continuous employment at which time leave loading will be paid for that Annual Leave taken.
 - 27.2.2 An Annual Leave application form is required to be completed and authorised by the Department Manager.
 - 27.2.3 Unless otherwise agreed, the Company will advise an employee within ten (10) business days of receipt of an Application for Leave if the request has been approved, decision pending or rejected. Decisions on a "pending" Application for Leave must be made within a further five (5) business days.
 - 27.2.4 Annual Leave shall be exclusive of the Public Holidays prescribed in clause 16 of this Agreement.
 - 27.2.5 If a Public Holiday falls within an employee's period of Annual Leave and is observed on the day which in the case of that employee would have been an ordinary working day as prescribed in clause 16, there shall be added to that period one day, being an ordinary working day, for each Public Holiday observed.
 - 27.2.6 Unless otherwise agreed, at least fourteen (14) days' notice shall be given to an employee as to when the employee is to commence annual leave.
 - 27.2.7 Annual Leave shall be given and taken in a continuous period or, if the employee and the Company so agree, in two separate periods (neither of which shall be less than one week).
 - 27.2.8 Annual Leave shall be paid at the average weekly rate of pay for ordinary time earnings (including overs) for the previous 12 months. For the purposes of this clause the rate of payment for one week shall be the appropriate classification rate prescribed in clause 21/Appendix 1. In the event of an employee being engaged during the year in two or more classifications entitling the employee to different rates of pay, the wages to be paid to such employee shall be the average of the weekly wage rates for the employee in which he/she was engaged for at least 60% of the time.
 - 27.2.9 Payment for annual leave will include a loading of 17.5% (25% for Night Cleaners on Afternoon Shift and 30% for Night Cleaners on Night Shift) of the base rate of pay for each hour of accrued annual leave taken, unless;
 - 27.2.9.1 the employee terminates their own employment, or
 - 27.2.9.2 is dismissed by the employer for any reason within the first twelve (12) months of employment, or

- 27.2.9.3 the employee is terminated by the employer for malingering, inefficiency, neglect of duty or misconduct
- 27.2.10 When an employee's employment is terminated by the Company during the course of any qualifying twelve month period, after at least one month of such service, proportionate payment shall be made at the appropriate rate of wage prescribed by clause 21 /Appendix 1 at 2.93 hours for each complete week of continuous service.
- 27.2.11 It is expressly agreed that an employee who has accrued annual leave in excess of 190 hours may forego the entitlement to that leave to a minimum of 152 hours in exchange for a payment by the employer in lieu of the amount of annual leave foregone which is equal to the rate of pay to which the employee would have been entitled if the leave had been taken on the date that the employee elected in writing to forego the leave.
- 27.2.12 All other conditions of the NES applying to the cashing out of annual leave shall apply.
- 27.3 Calculation of continuous service**
 - 27.3.1 Continuity of service shall be deemed to be continuous notwithstanding:
 - 27.3.1.1 any interruption or termination of the employment by the Company if such interruption or termination has been made with the intention of avoiding obligations in respect of Annual Leave;
 - 27.3.1.2 any absence from work for not more than fourteen days in the twelve months on account of sickness or accident, whether personal or work related (proof shall lie with the employee);
 - 27.3.1.3 any absence on account of leave granted, imposed or agreed to by the Company;
 - 27.3.1.4 any absence due to reasonable cause(including absences on account of sickness or accident, whether personal or work related, of more than fourteen days), proof of which shall lie with the employee;
 - 27.3.1.5 any absence in respect of which an employee suffers loss of pay for any Public Holiday falling within the employee's period of Annual Leave as per the terms of clause 16. Provided that in cases of personal sickness or accident or absence which causes the employee to become entitled to the benefit of this sub-clause, the employee shall, inform the Company as soon as practicable on the day of such absence of the inability to attend for duty and as far as practicable the nature of the illness, injury, or cause, and the estimated duration of absence.
 - 27.3.2 In calculating a period of twelve months continuous service:
 - 27.3.2.1 Any Annual Leave taken and/or any absence of the kind mentioned in clauses 27.3.1.1 and 27.3.1.2 shall be counted as part of such period.
 - 27.3.2.2 In respect of absences of the kind mentioned in clauses 27.3.1.3 and 27.3.1.4 the employee shall serve such additional period as part of the qualifications for Annual Leave as will equal the period of such absences.
 - 27.3.2.3 Any absences from work- by reason of any cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause, unless the Company during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service. In cases of individual

absenteeism such notice shall be given in writing to the employee concerned but in cases of concerted or collective absenteeism notice may be given to employees by the posting-up of notification in the plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of it not later than the day it is posted up in the plant. A notice to an individual employee may be given by delivering it personally or by posting it to the last recorded address, in which case it shall be deemed to have reached the employee in due course of post.

27.3.3 Calculation of month

27.3.2.4 For the purposes of this clause, a month shall mean a calendar month.

27.3.4 Successor, assignee or transmittee

27.3.4.1 Where the Company is a successor, assignee or transmittee of a business and an employee was in the employment of the Company's predecessor at the time when the Company became such successor or assignee or transmittee the employee in respect of the period during which the employee was in the service of the Company and such successor, assignee or transmittee shall be liable to the said employee for all Annual Leave and proportionate Annual Leave liability as prescribed by this clause of the Company's predecessor.

27.3.5 Annual close-down

27.3.5.1 Where the Company closes down a plant or a section for the purpose of allowing Annual Leave to all or the bulk of the employees in the plant or sections concerned, the following provisions shall apply.

27.3.5.2 The Company may give the employees concerned not less than one month notice of intention to stand off for the duration of the close-down all employees in the plant or sections concerned and allow to those who have not qualified for Annual Leave in accordance with clause 27.1 on a proportionate basis at the appropriate rate of wage and loading where appropriate as prescribed in clause 27.2.9.

27.3.5.3 An employee who has then qualified for Annual Leave in accordance with clause 27.1 and has also completed a further month or more of continuous service shall be allowed leave and shall, also be paid leave on a proportionate basis at the appropriate rate of wage and loading prescribed in clause 27.2.9 for the period worked since the close of the employee's last 12 monthly qualifying period.

27.3.5.4 The next 12 monthly qualifying period for each employee affected by such closedown shall commence from the day on which the plant or section concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service 'in the next 12 monthly qualifying period

27.3.5.5 If in the first year of service with the Company an employee is allowed proportionate Annual Leave under clause 27.3.5.3 and subsequently within such year leaves employment or employment is terminated by the Company through no fault of the employee,

the employee shall be entitled to the benefit of clause 27.2.1 subject to the adjustment for any proportionate leave which may have been allowed.

28 Personal / Carers Leave

- 28.1 An employee shall be entitled to personal/carer's leave in accordance with the NES.
- 28.2 It is expressly agreed that an employee who has accrued personal/carer's leave in excess of 114 hours may, by written request, forego the entitlement to the amount of personal/carer's leave credited to the employee which is in excess of 114 hours and equates to hours totalling an ordinary day/s, in exchange for a payment by the Company in lieu of the amount of personal/carer's leave foregone, at the same rate of pay to which the employee would have been entitled if the leave had been taken commencing on the date that the employee elected in writing to forego the leave. In the case of part-time employees, the preserved limit of 114 hours in this clause shall be reduced pro rata in strict accordance with the requirements of the NES.
- 28.3 Paid personal/carer's leave shall be paid at the hourly base rate for the classification in which the employee is employed, for each hour of leave accrued and taken.
- 28.4 The employee will be required to advise the Company of their absence as well as the nature of their illness/injury as soon as reasonably practicable but preferably prior to their commencement time and no later than four (4) hours after the normal commencement time of their ordinary hours of work.
 - 28.4.3 Employees are entitled to have two (2) single day absences annually, i.e. in the period January 1 to December 31 without the need for a medical certificate.
 - 28.4.4 Once the two (2) single day absences allowance has been exhausted employees are required to provide a medical certificate which shall prove to the satisfaction of the Company that the employee was unable on account of such illness or injury to attend for duty.
 - 28.4.5 Should the nature of the employee's illness be such that it requires a medical clearance the employee will not be allowed to commence their duties until a medical clearance is received by First Aid. Failure to comply will result in the employee being recorded as being absent without leave (AWOL).
 - 28.4.6 If an employee is going to be absent for more than one (1) day it is the employee's responsibility to ensure that the Company continues to be duly informed of any change in circumstances as soon as practicably possible after becoming aware of such change.
- 28.5 An employee commencing in the service of the Company shall be entitled, in any one year, to 76 hours Personal/Carer's leave as it accrues.
- 28.6 Unused Personal/Carer's Leave is not payable on termination of employment.
- 28.7 A \$200.00 bonus will be paid to an employee who has not used any Personal/Carer's Leave in any one permanent anniversary year. (Note that any day an employee is absent from work for reasons other than Annual Leave or day in lieu will automatically result in the non-payment of the bonus.)
- 28.8 An employee who is injured at work and requires medical attention shall not suffer any loss of pay for the day whilst being so attended and the employee shall be reimbursed for any reasonable expenses incurred.
- 28.9 For the purpose of this clause year shall mean anniversary of permanent employment.

29 Bindaree Beef Production Incentive Day

- 29.1 The Bindaree Beef Production Incentive day can be used in cases of shortage of suitable livestock, during a shutdown period or may be taken for personal reasons.

- 29.2 This day when taken will be deducted from the employee's Personal Leave entitlement with no evidence required to be produced to the Company to justify the absence.
- 29.3 Where an employee does not use the Bindaree Beef Production Incentive Day the day remains as Personal Leave accrual.
- 29.4 Prior to taking their 'Bindaree Beef Production Incentive Day' an employee will be required to complete a Leave Form and obtain approval to have the time off work.
- 29.5 An employee shall be entitled to take one 'Bindaree Beef Production Incentive Day' per 12 months of permanent employment from the commencement date of this Agreement providing they have enough Personal Leave accrued at the time of taking the day off work.

30 Close Down Periods

- 30.1 The Company may close down the Plant for the purpose of allowing major maintenance, or further expansion by giving six (6) weeks' notice where possible.
- 30.2 An employee who has accrued enough Annual Leave to cover the period of closedown shall be paid leave.
- 30.3 An employee who has not accrued enough leave shall be paid what leave they have accrued and the balance of the closedown period shall be unpaid leave.
- 30.4 An employee who does not return to work on their first shift following a closedown period shall be treated as AWOL and after 3 days may be deemed to have abandoned their position.
- 30.5 Trainees who have not yet completed their classroom training may be required to attend work during these periods.

31 Christmas Shutdown

- 31.1 A Christmas shutdown period will come into effect once the Plant reaches and maintains 7 days of operation.
- 31.2 Once a Christmas shutdown is in effect production would cease 23rd December (Slaughter Floor), 24th December (Boning Room) and recommence 2nd January (Slaughter Floor), 3rd January (Boning Room). Annual leave would be taken for this shutdown period or if the employee has no accrued Personal leave they may take some other form of leave entitlement

32 Stand Down of Employees

- 32.1 Notwithstanding anything elsewhere contained in this Agreement, the employer shall have the right to deduct payment:
 - a. for any day on which the employee cannot be usefully employed, because of:
 - i. any strike other than in the plant, or
 - ii. any breakdown of machinery or any other stoppage of work in the meat industry by any cause for which the employer cannot reasonably be held responsible (including a shortage of sufficient livestock suitable for processing); or
 - b. for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.
- 32.2 In the event of shortage of suitable livestock as provided in Clause 32.1(a)(ii) the Company will give at least one days' notice of a stoppage of work for that reason. Employees may elect to utilise any paid Annual Leave accruals or any "day in lieu" accrual. Where the employee does not have enough Leave hours they will receive no pay.

33 Superannuation

- 33.1 Bindaree Beef will offer all employees the choice of one (1) superannuation fund conforming to the operating standards set out by the Commonwealth Government.
- 33.2 If the employee does not elect a fund within one month the Company will pay the Company contribution to Australasian Meat Industry Superannuation Trust.
- 33.3 If the employee provides incorrect superannuation member information superannuation contributions will be sent to the default fund until such time as correct information is provided and changes made by the Company.
- 33.4 The Company shall contribute to the elected fund the percentage amount required by the Superannuation Guarantee Levy.
- 33.5 No overtime, penalty allowances, or any payments that are over and above ordinary time payments will be included in the Company's superannuation contribution calculations.
- 33.6 An employee's eligibility for superannuation contributions will cease on the last day of employment and as such no claim will be made for any period beyond the last day.
- 33.7 The Company offers all employees the opportunity to salary sacrifice. This must be done for a set period of twelve (12) months at a set rate. Each employee has the opportunity to adjust these rates, and choice of funds at the beginning of the financial year – 1st July.

34 Long Service Leave

The Long Service Leave to which an employee is entitled shall be as follows:

- 34.1 An employee shall be entitled to long service leave in accordance with relevant State and or Territory legislation and as provided for in this clause.
- 34.2 For the purposes of this Agreement the service of an employee with the Company means the period during which the employee has served the Company under an unbroken contract of employment; provided that a contract of employment shall be deemed not to have been broken by reason only of any interruption or termination thereof, if the interruption or termination:
 - 34.2.3 has been made by the Company with the intention of avoiding any obligation imposed on them by this Agreement; or
 - 34.2.4 has arisen directly or indirectly from a dispute concerning industrial matters, if the employee returns to duty with the Company in accordance with the terms of settlement of the said dispute; or
 - 34.2.5 has been made by the Company by reason of slackness of trade (including unavailability of stock for slaughter) if the employee is re-employed by the Company within six months of such interruption or termination provided that after the commencement of this Agreement in respect of employees performing work within any of the classifications stated in Clause 21/Appendix 1 of this Agreement; or
 - 34.2.6 has been made by the Company for any reason other than those referred to in paragraphs 34.2.1 to 34.2.3. hereof, if the employee is re-employed by the Company within two months of such interruption or termination. Provided further that the period during which the employment has been so interrupted or determined shall not, except when due to the reasons referred to in paragraph 34.2.1 hereof, be taken into account in calculating the period of service.
- 34.3 Where an employee has entered or enters into a contract of employment with the Company within a period of twelve months after the completion of an apprenticeship with the Company the period of the apprenticeship shall be taken into account for the purpose of calculating the period of their service with the Company under that contract of employment
- 34.4 Any period of service as a member of the naval, military or air forces (other than as a member of the permanent forces) of the Commonwealth of Australia, or as a member of the Civil Construction Corps established under the National Security Act 1939-1946

shall be deemed to be service with the Company by whom the employee concerned was last employed before they commenced to serve as such member.

- 34.5 Service with the Company before the commencement of this Agreement, as well as service with the Company after such commencement shall be taken into account for the purposes of this Agreement.
- 34.6 Employees with a Long Service Leave entitlement at the 7th July, 2014, will have such entitlement 'frozen' i.e. entitlement up to that date will be paid at the employees base rate of pay. Long Service Leave entitlements from the date of operation of this Agreement will be paid as per the Act.
- 34.7 In the event that Federal Long Service Leave provisions are legislated the Company reserves the right to adopt those Federal Long Service Leave provisions as a National employer

35 Compassionate Leave

- 35.1 The provisions of the NES shall apply

36 Parental Leave

- 36.1 The provisions of the NES shall apply

37 Jury Duty

- 37.1 The provisions of the NES shall apply
- 37.2 The employee shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. The employee shall provide to the Company proof of attendance and the duration of such attendance

38 Clothing Provided by the Company

- 38.1 Where any clothing is provided free of cost by the Company, it shall remain the property of the Company and the employee shall take reasonable care of such clothing.
- 38.2 Clothing provided by the Company shall be collected and returned to the specified place in the employee's own time. If the employee fails to take reasonable care, the Company may recover the costs of replacement property or repairing the property from said employee.
- 38.3 A day's supply of consumables will be given out as required. Any extra or replacement consumables will be charged if not accounted for.
- 38.4 Any protective equipment i.e. mesh gloves, aprons or cut resistant gloves will be provided by the Company. If an employee loses or wilfully damages these items, the cost of such item shall be deducted from the employee's wages and disciplinary action will result.
- 38.5 The Company shall make available free of charge for the use of each employee employed in freezers, a blanket suit, a helmet and overalls and freezer boots.

39 Travelling and Transfer

- 39.1 Where an employee is temporarily transferred during working hours from one location to another the Company shall pay such employee all costs of transit and travelling time at ordinary rates.

40 Union Recognition

40.1 The Company recognises the Australasian Meat Industry Employees Union Newcastle & Northern Branch as being the Union that shall have exclusive representation of employees in the classifications covered by this Agreement.

40.2 Trade Union Training

- 40.2.3 Employees shall be entitled to paid trade union training leave in accordance with the provisions of this clause.
- 40.2.4 Leave is to be confined to work place union delegates or persons who have been elected as work place representatives and who have held such or similar positions for a period of not less than a total period of 3 months, which might include broken periods of employment.
- 40.2.5 The Company is to be consulted before the nature and content of the particular course to be attended is finalised.
- 40.2.6 Leave is to be confined to 5 days per year for each employee (described in clause 40.2.2) and is not to be cumulative.
- 40.2.7 The courses for which leave is granted are those which are conducted by the Union (or its agent) and approved by the Union and the Company as being relevant to the industry.
- 40.2.8 The employees will be paid at the prescribed base rate.
- 40.2.9 Applications for leave must be made to the Company one month before the course commences.
- 40.2.10 The granting of leave is subject to the employer being able to make proper staffing arrangements for the relevant period.
- 40.2.11 Leave may only be granted where the courses to be attended are such as to improve the employee's knowledge of industrial relations or related issues.

40.3 Leave to Attend Union Business

- 40.3.3 The Company may grant leave without loss of pay to elected Union Delegates to attend Union business on site and may grant unpaid leave to attend Union business off site (i.e. committee of management meetings, industrial tribunal hearings).
- 40.3.4 The granting of leave is subject to the employer being able to make proper staffing arrangements for the relevant period.

40.4 Continuing Custom and Practice

- 40.4.3 The Company agrees to continue existing custom and practice with regard to Union awareness at induction and providing payroll deduction facilities if employees choose to become Union members.

41 Posting of this Agreement

- 41.1 The Company shall permit notice boards to be erected in the establishment for the purpose of posting any notices in connection with the union's role under this Agreement. Such notice boards shall be in a prominent position. All such notices shall be signed by an officer of the union.
- 41.2 A copy of this Agreement and subsequent variations and all adjustments in rates made on this Agreement will be displayed.

42 Commitment by All Parties

- 42.1 All parties commit themselves to a process of continued improvement in the following areas.
 - 42.1.3 To assist in the attainment of the Company's goal to satisfy customer demands in areas of quality, consistency, competitiveness and flexibility.

42.1.4 To ensure a stable workforce that is committed to carrying out their work in a trade like manner and applying themselves in a careful, diligent, responsible and safe manner.

42.2 The Consultative Committee will be guided by indicators, but not limited to, such as absenteeism, yield, output and cost when assessing future wages and conditions, as shall management.

43 Time and Wage Records

43.1 Time and wages records shall be maintained in compliance with the Act. The right to inspect such records shall also be in accordance with the provisions of the Act.

44 Signatories to the Agreement

44.1 The Company

Signed for and on behalf of Bindaree
Beef Pty Ltd.
7307 Gwyir Highway, Inverell NSW 2360
ABN: 42 056 599 163; ACN: 056 599 163

Signed: _____

Name: Todd Newton

Address: 7307 Gwydir Highway

Inverell NSW 2360

Position: Business Manager (HR & Assets)

Date: 22 / 11 / 19

Witness:

Signed: _____

Name: Donna Curtis

Address: 7307 Gwydir Highway

Inverell NSW 2360

Position: HR Administrator

Date: 22 / 11 / 19

The Union

Signed for and on behalf of the Australasian
Meat Industry Employees Union (Newcastle and
Northern Branch)
34 Union Street, Newcastle West NSW 2309
ABN: 93 459 676 279

Signed: _____

Name: Grant Courtney

Address: 34 Union Street

Newcastle West NSW 2309

Position: Secretary

Date: 22 / 11 / 19

Witness:

Signed: _____

Name: Oscar Jenkins

Address: 34 Union Street

Newcastle West NSW 2309

Position: Communications Officer

Date: 22 / 11 / 19

Appendix 1

Wage Rates

From the pay period commencing seven (7) working days from approval by Fair Work Australia the rates of pay shall be changed to reflect the details outlined in Table 1 below for permanent employees.

Table 1

Classifications - Permanent Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
SLAUGHTER FLOOR CLASSIFICATIONS						
Slaughter Person Grade 1/Neck Boner Grade 1/Carcass Grader 1	\$ 22.8887	\$ 869.77	\$ 40.00	\$ 7.9800	\$ 9.7000	\$ 260.1000
Slaughter Person Grade 2 / Neck Boner Grade 2	\$ 22.8887	\$ 869.77	\$ 40.00	\$ 6.2600	\$ 7.6000	\$ 260.1000
Follow On Labourers	\$ 21.0392	\$ 799.49	N/A	\$ 5.1300	N/A	Refer Clause 18.7
Slaughter Floor Labourers	\$ 20.7761	\$ 789.49	N/A	\$ 4.5600	N/A	Refer Clause 18.7
By Products Labourer 2	\$ 20.9076	\$ 794.49	N/A	\$ 5.13	N/A	Refer Clause 18.7
By Products Labourer 1	\$ 20.7761	\$ 789.49	N/A	\$ 4.56	N/A	Refer Clause 18.7
Classifications - Permanent Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
BONING ROOM CLASSIFICATIONS						
Boner - Grade 1	\$ 22.8887	\$ 869.77	\$ 40.00	\$ 10.3600	\$ 15.5400	\$ 260.1000
Boner - Grade 2	\$ 22.8887	\$ 869.77	\$ 40.00	\$ 8.5500	\$ 12.8200	\$ 260.1000
Slicer - Grade 1	\$ 22.4274	\$ 852.24	N/A	\$ 8.1000	\$ 12.1500	\$ 237.0000
Slicer - Grade 2 / Bandsaw Operator	\$ 22.4353	\$ 852.54	N/A	\$ 6.3200	\$ 9.4900	\$ 237.0000
Pre-Trimmer	\$ 21.9089	\$ 832.54	N/A	\$ 3.50	N/A	Refer Clause 18.7
Drop Down Crew	\$ 21.5521	\$ 818.98	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Packer - Grade 2	\$ 21.1708	\$ 804.49	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Packer - Grade 1	\$ 20.9076	\$ 794.49	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Labourer	\$ 20.9076	\$ 794.49	N/A	\$ 3.34	N/A	Refer Clause 18.7
Classifications - Permanent Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
OTHER CLASSIFICATIONS						
Load Out & Palletising Area - Grade 2	\$ 21.1708	\$ 804.49	N/A	\$ 3.50	N/A	Refer Clause 18.7
Load Out & Palletising Area - Grade 1	\$ 20.9076	\$ 794.49	N/A	\$ 3.34	N/A	Refer Clause 18.7
Night Cleaners	\$ 20.2695	\$ 770.24	\$ 90.00	N/A	N/A	Refer Clause 18.7
General Hands / Day Cleaners	\$ 20.2695	\$ 770.24	\$ 90.00	N/A	N/A	Refer Clause 18.7

Notes:

1. Slaughter Floor and Associated Areas calculation for Overs payments:
 - a) **Ordinary Overs:** \$ figure per body (refer above table) after 20 bodies per Slaughterpersion when working 5 x 7.6 hour days and after 25 bodies per Slaughterpersion per day when working 4 x 9.5 hour days. To arrive at this figure the total number of head killed on the day is divided by the number of Slaughterpersion in the team for the day. E.g. 1000 head killed with 30 Slaughterpersion = 33.33 per Slaughterpersion.
 - b) **Overtime Overs:** When production time exceeds 7.6 hours when working 5 x 7.6 hour days or 9.5 hours when working 4 x 9.5 hour days a Slaughterpersion will receive a payment for each body killed per Slaughterpersion during this extra time provided that the minimum number of bodies required (refer to calculation of overs above) have been killed. Refer to above table for the \$ value of each body.
2. Boning Room and Associated Areas calculation for Overs payments:
 - a) **Ordinary Overs:** \$ figure per body (refer above table) after 17.2 bodies per Boner when working 5 x 7.6 hour days and after 21.5 bodies per Boner per day when working 4 x 9.5 hour days. To arrive at this figure the total number of bodies boned on the day is divided by the number of Boners in the team for the day. E.g. 500 head boned with 20 Boners = 25 per Boner.
 - b) **Overtime Overs:** When production time exceeds 7.6 hours when working 5 x 7.6 hour days or 9.5 hours when working 4 x 9.5 hour days Boners and Slicers will receive a payment for each body killed per Boner during this extra time provided that the minimum number of bodies required (refer to calculation of overs above) have been boned. Refer to above table for the \$ value of each body

From the first pay period 12 months following the Fair Work Commission's approval of the Agreement the rates prescribed for permanent employees in Table 1 above shall be increased by 2.5%. Full details outlined in Table 2 below.

Table 2

Classifications - Permanent Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
SLAUGHTER FLOOR CLASSIFICATIONS						
Slaughter Person Grade 1/Neck Boner Grade 1/Carcass Grader 1	\$ 23.4611	\$ 891.52	\$ 40.00	\$ 7.9800	\$ 9.7000	\$ 266.6000
Slaughter Person Grade 2 / Neck Boner Grade 2	\$ 23.4611	\$ 891.52	\$ 40.00	\$ 6.2600	\$ 7.6000	\$ 266.6000
Follow On Labourers	\$ 21.5653	\$ 819.48	N/A	\$ 5.1300	N/A	Refer Clause 18.7
Slaughter Floor Labourers	\$ 21.2955	\$ 809.23	N/A	\$ 4.5600	N/A	Refer Clause 18.7
By Products Labourer 2	\$ 21.4303	\$ 814.35	N/A	\$ 5.13	N/A	Refer Clause 18.7
By Products Labourer 1	\$ 21.2955	\$ 809.23	N/A	\$ 4.56	N/A	Refer Clause 18.7
BONING ROOM CLASSIFICATIONS						
Boner - Grade 1	\$ 23.4611	\$ 891.52	\$ 40.00	\$ 10.3600	\$ 15.5400	\$ 266.6000
Boner - Grade 2	\$ 23.4611	\$ 891.52	\$ 40.00	\$ 8.5500	\$ 12.8200	\$ 266.6000
Slicer - Grade 1	\$ 22.9961	\$ 873.85	N/A	\$ 8.1000	\$ 12.1500	\$ 242.9300
Slicer - Grade 2 / Bandsaw Operator	\$ 22.9829	\$ 873.35	N/A	\$ 6.3200	\$ 9.4900	\$ 242.9300
Pre-Trimmer	\$ 22.4566	\$ 853.35	N/A	\$ 3.50	N/A	Refer Clause 18.7
Drop Down Crew	\$ 22.0908	\$ 839.45	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Packer - Grade 2	\$ 21.7000	\$ 824.60	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Packer - Grade 1	\$ 21.4303	\$ 814.35	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Labourer	\$ 21.4303	\$ 814.35	N/A	\$ 3.34	N/A	Refer Clause 18.7
OTHER CLASSIFICATIONS						
Load Out & Palletising Area - Grade 2	\$ 21.7000	\$ 824.60	N/A	\$ 3.50	N/A	Refer Clause 18.7
Load Out & Palletising Area - Grade 1	\$ 21.4303	\$ 814.35	N/A	\$ 3.34	N/A	Refer Clause 18.7
Night Cleaners	\$ 20.7763	\$ 789.50	\$ 90.00	N/A	N/A	Refer Clause 18.7
General Hands / Day Cleaners	\$ 20.7763	\$ 789.50	\$ 90.00	N/A	N/A	Refer Clause 18.7

Notes:

1. Slaughter Floor and Associated Areas calculation for Overs payments:
 - a) **Ordinary Overs:** \$ figure per body (refer above table) after 20 bodies per Slaughterperson when working 5 x 7.6 hour days and after 25 bodies per Slaughterperson per day when working 4 x 9.5 hour days. To arrive at this figure the total number of head killed on the day is divided by the number of Slaughterpersons in the team for the day. E.g. 1000 head killed with 30 Slaughterpersons = 33.33 per Slaughterperson.
 - b) **Overtime Overs:** When production time exceeds 7.6 hours when working 5 x 7.6 hour days or 9.5 hours when working 4 x 9.5 hour days a Slaughterperson will receive a payment for each body killed per Slaughterperson during this extra time provided that the minimum number of bodies required (refer to calculation of overs above) have been killed. Refer to above table for the \$ value of each body.
2. Boning Room and Associated Areas calculation for Overs payments:
 - a) **Ordinary Overs:** \$ figure per body (refer above table) after 17.2 bodies per Boner when working 5 x 7.6 hour days and after 21.5 bodies per Boner per day when working 4 x 9.5 hour days. To arrive at this figure the total number of bodies boned on the day is divided by the number of Boners in the team for the day. E.g. 500 head boned with 20 Boners = 25 per Boner.
 - b) **Overtime Overs:** When production time exceeds 7.6 hours when working 5 x 7.6 hour days or 9.5 hours when working 4 x 9.5 hour days Boners and Slicers will receive a payment for each body killed per Boner during this extra time provided that the minimum number of bodies required (refer to calculation of overs above) have been boned. Refer to above table for the \$ value of each body.

From the first pay period 24 months following the Fair Work Commission's approval of the Agreement the rates prescribed for permanent employees in Table 2 above shall be increased by 2.5%. Full details outlined in Table 3 below.

Table 3

Classifications - Permanent Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
SLAUGHTER FLOOR CLASSIFICATIONS						
Slaughter Person Grade 1/Neck Boner Grade 1/Carcass Grader 1	\$ 24.0476	\$ 913.81	\$ 40.00	\$ 7.9800	\$ 9.7000	\$ 273.2700
Slaughter Person Grade 2 / Neck Boner Grade 2	\$ 24.0476	\$ 913.81	\$ 40.00	\$ 6.2600	\$ 7.6000	\$ 273.2700
Follow On Labourers	\$ 22.1045	\$ 839.97	N/A	\$ 5.1300	N/A	Refer Clause 18.7
Slaughter Floor Labourers	\$ 21.8279	\$ 829.46	N/A	\$ 4.5600	N/A	Refer Clause 18.7
By Products Labourer 2	\$ 21.9661	\$ 834.71	N/A	\$ 5.13	N/A	Refer Clause 18.7
By Products Labourer 1	\$ 21.8279	\$ 829.46	N/A	\$ 4.56	N/A	Refer Clause 18.7
BONING ROOM CLASSIFICATIONS						
Boner - Grade 1	\$ 24.0476	\$ 913.81	\$ 40.00	\$ 10.3600	\$ 15.5400	\$ 273.2700
Boner - Grade 2	\$ 24.0476	\$ 913.81	\$ 40.00	\$ 8.5500	\$ 12.8200	\$ 273.2700
Slicer - Grade 1	\$ 23.5711	\$ 895.70	N/A	\$ 8.1000	\$ 12.1500	\$ 249.0000
Slicer - Grade 2 / Bandsaw Operator	\$ 23.5711	\$ 895.70	N/A	\$ 6.3200	\$ 9.4900	\$ 249.0000
Pre-Trimmer	\$ 23.0179	\$ 874.68	N/A	\$ 3.50	N/A	Refer Clause 18.7
Drop Down Crew	\$ 22.6432	\$ 860.44	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Packer - Grade 2	\$ 22.2426	\$ 845.22	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Packer - Grade 1	\$ 21.9661	\$ 834.71	N/A	\$ 3.50	N/A	Refer Clause 18.7
Boning Room Labourer	\$ 21.9661	\$ 834.71	N/A	\$ 3.34	N/A	Refer Clause 18.7
OTHER CLASSIFICATIONS						
Load Out & Palletising Area - Grade 2	\$ 22.2426	\$ 845.22	N/A	\$ 3.50	N/A	Refer Clause 18.7
Load Out & Palletising Area - Grade 1	\$ 21.9661	\$ 834.71	N/A	\$ 3.34	N/A	Refer Clause 18.7
Night Cleaners	\$ 21.2955	\$ 809.23	\$ 90.00	N/A	N/A	Refer Clause 18.7
General Hands / Day Cleaners	\$ 21.2955	\$ 809.23	\$ 90.00	N/A	N/A	Refer Clause 18.7

Notes:

1. Slaughter Floor and Associated Areas calculation for Overs payments:

- Ordinary Overs:** \$ figure per body (refer above table) after 20 bodies per Slaughterperson when working 5 x 7.6 hour days and after 25 bodies per Slaughterperson per day when working 4 x 9.5 hour days. To arrive at this figure the total number of head killed on the day is divided by the number of Slaughterpersons in the team for the day. E.g. 1000 head killed with 30 Slaughterpersons = 33.33 per Slaughterperson.
- Overtime Overs:** When production time exceeds 7.6 hours when working 5 x 7.6 hour days or 9.5 hours when working 4 x 9.5 hour days a Slaughterperson will receive a payment for each body killed per Slaughterperson during this extra time provided that the minimum number of bodies required (refer to calculation of overs above) have been killed. Refer to above table for the \$ value of each body.

2. Boning Room and Associated Areas calculation for Overs payments:

- Ordinary Overs:** \$ figure per body (refer above table) after 17.2 bodies per Boner when working 5 x 7.6 hour days and after 21.5 bodies per Boner per day when working 4 x 9.5 hour days. To arrive at this figure the total number of bodies boned on the day is divided by the number of Boners in the team for the day. E.g. 500 head boned with 20 Boners = 25 per Boner.
- Overtime Overs:** When production time exceeds 7.6 hours when working 5 x 7.6 hour days or 9.5 hours when working 4 x 9.5 hour days Boners and Slicers will receive a payment for each body killed per Boner during this extra time provided that the minimum number of bodies required (refer to calculation of overs above) have been boned. Refer to above table for the \$ value of each body.

From the pay period commencing seven (7) working days from approval by Fair Work Australia the rates of pay shall be changed to reflect the details outlined in Table 4 below for casual employees.

Table 4

Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Allowance	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
SLAUGHTER FLOOR CLASSIFICATIONS						
Slaughter Person Grade 1/Neck Boner Grade 1/Carcass Grader 1	\$ -	Award Rate	N/A	\$ 7.16	\$ 8.7100	\$ 260.1000
Slaughter Person Grade 2 / Neck Boner Grade 2	\$ -	Award Rate	N/A	\$ 5.62	\$ 6.8500	\$ 260.1000
Follow On Labourers	\$ -	Award Rate	N/A	\$ 4.56	N/A	Refer Clause 18.7
Slaughter Floor Labourers	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
By Products Labourer 2	\$ -	Award Rate	N/A	\$ 4.56	N/A	Refer Clause 18.7
By Products Labourer 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
BONING ROOM CLASSIFICATIONS						
Boner - Grade 1	\$ -	Award Rate	N/A	\$ 9.33	\$ 14.0000	\$ 260.1000
Boner - Grade 2	\$ -	Award Rate	N/A	\$ 7.68	\$ 11.5200	\$ 260.1000
Slicer - Grade 1	\$ -	Award Rate	N/A	\$ 7.28	\$ 10.9200	\$ 237.0000
Slicer - Grade 2 / Bandsaw Operator	\$ -	Award Rate	N/A	\$ 5.69	\$ 8.5400	\$ 237.0000
Pre-Trimmer	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Drop Down Crew	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Packer - Grade 2	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Packer - Grade 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Labourer	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
OTHER CLASSIFICATIONS						
Load Out & Palletising Area - Grade 2	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Load Out & Palletising Area - Grade 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Night Cleaners	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
General Hands / Day Cleaners	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
New Start Labourer	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7

From the first pay period 12 months following the Fair Work Commission's approval of the Agreement the rates of pay shall be changed to reflect the details outlined in Table 5 below for casual employees.

Table 5

Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
SLAUGHTER FLOOR CLASSIFICATIONS						
Slaughter Person Grade 1/Neck Boner Grade 1/Carcass Grader 1	\$ -	Award Rate	N/A	\$ 7.16	\$ 8.7100	\$ 266.6000
Slaughter Person Grade 2 / Neck Boner Grade 2	\$ -	Award Rate	N/A	\$ 5.62	\$ 6.8500	\$ 266.6000
Follow On Labourers	\$ -	Award Rate	N/A	\$ 4.56	N/A	Refer Clause 18.7
Slaughter Floor Labourers	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
By Products Labourer 2	\$ -	Award Rate	N/A	\$ 4.56	N/A	Refer Clause 18.7
By Products Labourer 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
BONING ROOM CLASSIFICATIONS						
Boner - Grade 1	\$ -	Award Rate	N/A	\$ 9.33	\$ 14.0000	\$ 266.6000
Boner - Grade 2	\$ -	Award Rate	N/A	\$ 7.68	\$ 11.5200	\$ 266.6000
Slicer - Grade 1	\$ -	Award Rate	N/A	\$ 7.28	\$ 10.9200	\$ 242.9300
Slicer - Grade 2 / Bandsaw Operator	\$ -	Award Rate	N/A	\$ 5.69	\$ 8.5400	\$ 242.9300
Pre-Trimmer	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Drop Down Crew	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Packer - Grade 2	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Packer - Grade 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Labourer	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
OTHER CLASSIFICATIONS						
Load Out & Palletising Area - Grade 2	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Load Out & Palletising Area - Grade 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Night Cleaners	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
General Hands / Day Cleaners	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
New Start Labourer	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7

From the first pay period 24 months following the Fair Work Commission's approval of the Agreement the rates of pay shall be changed to reflect the details outlined in Table 6 below for casual employees.

Table 6

Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
SLAUGHTER FLOOR CLASSIFICATIONS						
Slaughter Person Grade 1/Neck Boner Grade 1/Carcass Grader 1	\$ -	Award Rate	N/A	\$ 7.16	\$ 8.7100	\$ 273.2700
Slaughter Person Grade 2 / Neck Boner Grade 2	\$ -	Award Rate	N/A	\$ 5.62	\$ 6.8500	\$ 273.2700
Follow On Labourers	\$ -	Award Rate	N/A	\$ 4.56	N/A	Refer Clause 18.7
Slaughter Floor Labourers	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
By Products Labourer 2	\$ -	Award Rate	N/A	\$ 4.56	N/A	Refer Clause 18.7
By Products Labourer 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
BONING ROOM CLASSIFICATIONS						
Boner - Grade 1	\$ -	Award Rate	N/A	\$ 9.33	\$ 14.0000	\$ 273.2700
Boner - Grade 2	\$ -	Award Rate	N/A	\$ 7.68	\$ 11.5200	\$ 273.2700
Slicer - Grade 1	\$ -	Award Rate	N/A	\$ 7.28	\$ 10.9200	\$ 249.0000
Slicer - Grade 2 / Bandsaw Operator	\$ -	Award Rate	N/A	\$ 5.69	\$ 8.5400	\$ 249.0000
Pre-Trimmer	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Drop Down Crew	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Packer - Grade 2	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Packer - Grade 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Boning Room Labourer	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Classifications - Casual Employees	Ordinary Hourly Rate	Ordinary Weekly Rate	Attendance Bonus	\$'s / Body Ordinary Hours	\$'s / Body Overtime Hours	Rate for Saturday Killing / Boning
OTHER CLASSIFICATIONS						
Load Out & Palletising Area - Grade 2	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Load Out & Palletising Area - Grade 1	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
Night Cleaners	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7
General Hands / Day Cleaners	\$ -	Award Rate	N/A	N/A	N/A	Refer Clause 18.7

Appendix 2

Junior Jobs

The Tasks detailed in the table below have been reviewed and it has been agreed between the parties that these tasks are suitable to be performed by junior employees

Department	Task
Slaughter Floor	Floor Boy
	MHA Trim on 1 st Leg
	Tickets
	Head Trim
	Tendon Removal
	Packing Offal / Tripe Room
	2 nd Whizzer
	Offal Wash
	Trim Lungs
	Tail Dropping
Boning Room	Leg Bones
	Lima
	TMS – Sorting
	Carton Handling
	Wrapping
	Floor Boy
	Packing – Rib Cover, Knuckles, Flank
Load Out / Palletising	Cryovac / Frozen Chute
	Sorting
	Perch

Appendix 3

Fair Work Regulations 2009 – Schedule 2.3

Model Consultation Term

Fair Work Regulations 2009 – Regulation 2.09

Model consultation term

(1) This term applies if the employer:

(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

(b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

(a) the employer must notify the relevant employees of the decision to introduce the major change; and

(b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

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

(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

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

(b) for the purposes of the discussion--provide, in writing, to the relevant employees:

(i) all relevant information about the change including the nature of the change proposed; and

(ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

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

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

(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is **likely to have a significant effect on employees** if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

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

Matter No: AG2019/690

Applicant: Bindaree Beef Pty Ltd

Undertakings

I, Todd Anthony Newton, Business Manager (HR and Assets) being duly authorised by (Bindaree Beef Group, 7307 Gwydir Highway, Inverell, NSW, 2360 – ACN: 002 255 183) (“the Applicant”), provide the following undertakings on behalf of the Applicant to the Fair Work Commission pursuant to section 190 of the *Fair Work Act*, in relation to the application (AG2019/690) for approval of the enterprise bargaining agreement which is the subject of this application.

1. As to clause 8.5 of the agreement the Applicant undertakes that all employees who agree to a request by the Applicant to attend training outside normal production hours, will be paid at the applicable classification hourly base rate of pay, or at the applicable overtime rate of pay prescribed by the award, for those hours of training, whichever is the higher. Paragraph as to clause 18.7 of the agreement, the Applicant undertakes that if the amount of overtime actually worked on a Saturday by an employee working under that clause, exceeds \$260 by reference to award rates of pay, then the higher award rate amount will be paid for the overtime performed on that day as part of the wages paid for the week during which such overtime is performed.
2. As to clause 12.2 of the agreement, the Applicant undertakes to apply a procedure in the implementation of clause 12.2, in which a member of the management staff of the Applicant contacts a relevant employee and provides them with a full opportunity to rectify their attendance, and, if they do not do so, to provide to the employee an appropriate notice of termination of employment.
3. As to clause 14.6 of the agreement, the Applicant undertakes that it will not employ apprentices in any role covered by this agreement during the life of the agreement, and that clause 14.6 of the agreement will have no application and will not be applied.
4. As to clause 14.7 of the agreement, the Applicant undertakes that clause 14.7 of the agreement will be applied by the Applicant as if the word “serious” was inserted prior to the word “misconduct” for the purposes of providing that the period of notice does not apply.
5. As to clause 28.5 of the agreement, the Applicant undertakes to provide to all employees 10 days personal/carer’s leave in accordance with section 96 (1) of the *Fair Work Act*, in lieu of the entitlements set out in clause 28.5 of the agreement.
6. As to clause 38.4 of the agreement, the Applicant undertakes that the Applicant will not implement any right or entitlement conferred on the Applicant by clause 38.4, and will not deduct any monies from the entitlements of an employee in such circumstances, without first informing the relevant employee of the intention of the Applicant to do so, and obtaining the informed consent of the employee to any such deduction from the employee’s wages.

7. As to table 4 of appendix 1, the Applicant undertakes that the commencing rate of pay of casuals under the agreement will be increased from the rates set out in the agreement by the amount of \$0.50 per hour.
8. As to clause 18.1 of the agreement, the Applicant undertakes that any overtime worked in excess of the one hour referred to therein and paid as an "overs" payment will be paid at the rate of time and one half for the period up to 3 hours overtime and double time for any further overtime on that day.
9. The Applicant undertakes that it does not and will not during the term of the agreement employ any daily hire employees.
10. As to clause 32 of the agreement, the Applicant undertakes that this clause will be read and be applied as follows:

32.1 Notwithstanding anything elsewhere contained in this Agreement, the employer shall have the right to deduct payment:

- a. for any day on which the employee cannot be usefully employed, because of:
 - i. any strike other than in the plant, or
 - ii. any breakdown of machinery or any other stoppage of work in the meat industry by any cause (including a shortage of sufficient livestock suitable for processing) for which the employer cannot reasonably be held responsible (~~including a shortage of sufficient livestock suitable for processing~~); or
- b. for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.

32.2 In the event of shortage of suitable livestock as provided in Clause 32.1(a)(ii) the Company will give at least one days' notice of a stoppage of work for that reason. Employees may elect to utilise any paid Annual Leave accruals or any "Day in Lieu" accrual. Where the employee does not have enough Leave hours they will receive no pay.

11. The Applicant undertakes that permanent employees engaged in each of the following classifications listed in Appendix 1:

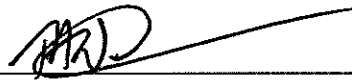
Slaughter Person Grade 1
Slaughter person Grade 2
Neck Boner Grade 1
Neck Boner Grade 2
Carcass Grader 1
Boner -Grade 1
Boner -Grade 2
Slicer-Grade 1
Slicer-Grade 2;

will be paid for each week in which the employee performs all of the rostered shifts for that week a wage for all ordinary hours worked that is either:

- (a) calculated in accordance with the rates set out in Appendix 1; or

(b) an amount equal to 120% of the applicable ordinary time weekly wage rate set out in the Meat Industry Award 2010;
whichever is the higher.

Signed for and on behalf of the Applicant by: _____

A handwritten signature in black ink, appearing to be 'MRD', written over a horizontal line.

Witnessed by: Katie Brennan
Katie Brennan JP # 128950

Date: 20th November 2019