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your success*

WINGHAM BEEF EXPORTS  
Pty Limited

Enterprise Agreement 2019

## PART 1 - APPLICATION & OPERATION OF AGREEMENT

### 1 AGREEMENT TITLE

This Agreement shall be known as the Wingham Beef Exports Pty Limited Enterprise Agreement 2019 ("Agreement").

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### 3 DEFINITIONS & INTERPRETATION

- 3.1 "Act" shall mean the *Fair Work Act (CTH) 2009*.
- 3.2 "Additional Day" shall mean a day or part of a day on which an employee elects to work in addition to the ordinary hours of work the employee is required to work for the payment as set out in *Clause 34 (overtime)* of the agreement..
- 3.3 *Average rate of Pay*: shall be calculated annually and will be based on the average earnings for Ordinary Hours during the preceding financial year or part thereof if employment commenced during that period. In calculating Average rate of pay for Pieceworkers, all payments for all work performed in ordinary hours over the 12 months preceding the taking of leave (divided by) the number of weeks during which any such work is performed. It will not include allowances, bonuses, or other such payments. Note: *average rates of pay* shall not fall below the National Minimum Wage.
- 3.4 "Company" shall mean Wingham Beef Exports Pty Limited.
- 3.5 "Double Time" shall mean the Ordinary Hourly Rate for the appropriate level pursuant to clause 3.11 of this Agreement increased by 100%.
- 3.6 "Employee/employee" shall mean an employee bound by this Agreement.
- 3.7 "Employee representative" shall mean an employee from the Consultative Committee.
- 3.8 "Employer" shall mean Wingham Beef Exports Pty Limited.
- 3.9 "FWC" shall mean the *Fair Work Commission*.
- 3.10 "Merit" shall mean in terms of a final warning, where the employee's length of service will be suspended for a period of three months.
- 3.11 "Ordinary Hourly Rate" shall mean the Base Wage Rate at the appropriate level pursuant to clause 23 of this Agreement
- 3.12 "Ordinary Hours of Work" shall mean: The Actual Working Time (AWT) worked in a standard 38 hour shift being either 7.6hrs for a 5 day week, or 9.5hrs for a 4 day week, inclusive of a 15 minute paid break.
- 3.13 "Pieceworker:" a pieceworker is engaged in Slaughtering, Boning or Slicing duties and is paid at constant unit rates (refer to Clause 29.7). Wage rates referenced are inclusive of allowances, bonuses or other such payments. Leave payments are paid at the average rate of pay on the average of the ordinary hours earned in the preceding year.
- 3.14 "Probationary period" shall mean period of six months actually worked from the employee's commencement date.
- 3.15 "Stand-down" are non-production days, pursuant to clause 50 of this Agreement.
- 3.16 "Time and One Half" shall mean the Ordinary Hourly Rate for the appropriate level pursuant to clause 3.11 of this Agreement increased by 50%.
- 3.17 "Union" shall mean The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.
- 3.18 "Weekly Wage Rate" is the relevant weekly wage rate provided for in clause 23 of this Agreement. Those rates incorporate all award, over award and non-award payments which might otherwise be payable.
- 3.19 "Week" shall mean Monday to Sunday inclusive.
- 3.20 "Year" shall mean the twelve (12) month period from the date this Agreement is approved by a majority vote by employees covered by this Agreement and the anniversary date thereafter.

## 4 AIMS

- 4.1 The objectives of this Agreement are:
- 4.1.1 to establish a profitable and enduring enterprise through the efficient and effective provision of high quality product for the benefit of the employees, the shareholder, the Company's customers and the community;
  - 4.1.2 to establish a profitable business as the provider of product of the highest quality to the Company's customers; and
  - 4.1.3 to develop a workforce with the skills to enable the Company to provide these products on a consistent basis in order to help expand the enterprise's opportunities.
- 4.2 The Company and its employees acknowledge that an essential factor in these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Company so as to ensure the employees are committed to their jobs and the success of the enterprise. The parties agree that the achievement of these working relations and commitments requires;
- 4.2.1 that employees be involved in the making of decisions in their work areas;
  - 4.2.2.that employees have the opportunity to achieve their full potential within the context of the enterprise;
  - 4.2.3 the employees benefit from the success of their efforts;
  - 4.2.4 the willingness of employees to accept flexibility of jobs and duties across the Company, subject to individual skills or abilities to perform particular tasks, to eliminate demarcation problems; and
  - 4.2.5 the willingness of employees to avoid any action which might disrupt the continuity of the delivery of product or reduce the effectiveness of the Company's business.
- 4.3 *Focus on Food safety Processing and Quality*
- 4.3.1 Wingham Beef Exports Pty Limited is a leading meat processing company and has attained very high food safety and quality standards and has been instrumental in securing export registration to major world destinations – USA; Canada; Asia and Europe.
  - 4.3.2 The company operates its business on a fee-for-service basis, the consequence of this is that its existence depends solely on our ability to meet or exceed our customers' expectations. This means that we must meet all food safety and quality standards in addition to specific customer requirements, and we must do so at a competitive price. This requires a strong commitment from management and all employees to do their job as required.
  - 4.3.3 This Agreement strives to lift the standards even higher and in so doing, further enhance the reputation of the business.
- 4.4 To ensure the objectives of this Agreement are met, the parties agree that the following measures form an integral part of the Company's operations:
- 4.4.1 the Company and its employees will constantly seek improvements in safety, work organisation, quality, and any other areas which will enhance the quality of the working environment and the effectiveness of the Company's operations;
  - 4.4.2 the avoidance of any action which disrupts or impedes delivery of product by the prompt resolution of employee concerns through effective communication and the agreed processes of consultation and grievance handling;
  - 4.4.3 the training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the enterprise;

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- 4.4.4 the undertaking of work in a flexible and efficient manner;
- 4.4.5 the development of working relationships between employees and management to promote mutual trust, open communication of relevant information and ideas, and cooperation generally;
- 4.4.6 the maintenance of standards of conduct and attendance necessary to ensure a safe and efficient operation;
- 4.4.7 the implementation of a system of remuneration which gives encouragement to employees to improve their skills, abilities and performance in line with the operational needs of the enterprise.

## 4.5 *Anti-Discrimination*

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

## 5 DATE & PERIOD OF OPERATION

- 5.1 This Agreement shall operate from 7 days after the receipt of the required notice from the Fair Work Commission (that the agreement passes the better off overall test) and it shall continue in force until the nominal expiry date of 13<sup>th</sup> August, 2022.
- 5.2 The wage increases of Year 1 have been since paid on the 13<sup>th</sup> August 2018 following the voting up of the 2018 Agreement. Subsequent wage adjustments will continue periodically each year as per clause 29.6.

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

## 6 APPLICATIONS OF AGREEMENT

- 6.1 This agreement shall apply to:-
  - 6.1.1 Wingham Beef Exports Pty Ltd ("the employer ");
  - 6.1.2 All of the employees of the employer whose work is covered by the classifications set out in this agreement ("the employees "), employed at its Meat Processing Plant at Gloucester Road, Wingham and Rendering Plant at Rodeo Drive, Macksville.

(The AMIEU ("the union ) will, subject to the approval of the FWC, following the union giving notice pursuant to S. 183 of the Act , shall be covered by this agreement).
- 6.2 This Agreement applies in substitution for all prior agreements, determinations or modern awards covering the said Employer and employees mentioned in clause 6.1 but is subject to the National Employment Standards.
- 6.3 The terms of the Meat Industry Award 2010 ("The Award") are incorporated into this Agreement as at the approval date of this Agreement, the express term in this Agreement prevails over the incorporated Award term to the extent of any inconsistency, except in the case of minimum wage adjustments.
- 6.4 Upon incorporating the Award terms into this Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of this Agreement rather than provisions of the Award.
- 6.5 This Agreement does not cover nor does it apply to any employee of the Employer who is engaged to undertake managerial, supervisory, clerical or repairs and maintenance.

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- 6.6 This agreement shall apply to any new manufacturing (value adding) or meat processing operation/facility which becomes operational subsequent to the date of approval of the Agreement by the Fair Work Commission.

## 7 NO EXTRA CLAIMS

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

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

## PART 2 - COMMUNICATION, CONSULTATION & DISPUTE RESOLUTION

### 8 CONSULTATIVE COMMITTEE

- 8.1 *Name of Committee:* Wingham Beef Exports Consultative Committee

8.2 *Membership*

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

8.2.1 *Employee representatives:*

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

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

8.2.2 *Employer representative*

Employer representatives will be nominated by management.

8.2.3 *Replacement representatives:*

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

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

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

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

8.2.4 *Replacement of Members*

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

Employer representatives will be nominated by Management.

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

8.2.5 *Sub Committees'*

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

### 8.2.6 *Confidentiality*

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

### 8.2.7 *Training for Members*

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

### 8.2.8 *Chairperson*

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

### 8.2.9 *Secretary*

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

## 8.3 *Meetings*

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

## 8.4 *Voting*

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

## 8.5 *Agendas and Information*

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

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

## 8.6 *Minutes of Meetings*

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

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

## 8.7 *Support Provided for Committee by Management*

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

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

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

## 8.8 *Agreements Entered Into*

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



## 9 CONSULTATION & INTRODUCTION OF CHANGE

- 9.1 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*
- 9.2 For a major change referred to in paragraph 9.1(a):
- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses 9.3 to 9.9 apply.
- 9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.4 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.
- 9.5 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.
- 9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8 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 9.2(a) and subclauses 9.3 and 9.5 are taken not to apply.
- 9.9 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*
- 9.10 For a change referred to in paragraph 9.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses 9.11 to 9.15 apply.
- 9.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.12 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.
- 9.13 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)

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

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

9.16 In this term:

**relevant employees** means the employees who may be affected by a change referred to in subclause 9.1.

## 10 DISPUTES PROCEDURES

10.1 If a dispute relates to:

10.1.1 a matter arising under the agreement; or

10.1.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

10.2 An employee who is a party to the dispute may appoint a representative 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 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 term:

10.6.1 an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

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 occupational 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 Fair Work Commission in accordance with this term.

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

### 11 TYPES OF EMPLOYMENT

#### 11.1 Types of Employment

Employees under this agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) regular daily hire (*including part-time daily hire*)

11.2 At the time of engagement the employer will inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time, casual, regular daily hire or part-time daily hire.

11.3 The employer and an employee may agree to the transfer of the employee from one category to another.

11.4 In respect to meat processing establishments where regular daily hire is permitted, if the employer and the employee are unable to agree upon a transfer from one category of employment to another, the employer may require the employee to transfer from:

- (a) full-time to regular daily hire;
- (b) regular daily hire to full-time;
- (c) part-time to part-time daily hire; or
- (d) part-time daily hire to part-time,

upon giving to the employee a minimum of seven days' notice of such transfer.

Provided that a change in employment status under clause 11.4(a) shall only apply to an employee who is engaged as a full time permanent employee with the consent of that employee in writing.

Nothing in clause 11.4 authorises an employer to require an employee to transfer to casual employment.

### 12 FULL-TIME EMPLOYMENT

A full-time Employee is an employee who is engaged to work an average 38 hours per week, subject to stand downs and/or shortage of stock provisions.

### 13 PART TIME EMPLOYMENT

13.1 A part-time Employee is an employee who works less than full-time hours of 38 hours per week.

- 13.1.1 Such an Employee has reasonable predicted hours of not less than 4 consecutive hours on any day; and
- 13.1.2 Receives, on a pro-rata basis, equivalent pay and conditions to those of a full-time employee who performs the same kind of work;
- 13.1.3 The terms of any agreement concerning part-time employment or any agreed variation to the terms will be in writing with a copy retained by the Employer and a copy provided to the Employee;
- 13.1.4 All time worked in excess of the ordinary hours agreed at commencement of employment will be overtime, unless agreed in writing.

## 14 REGULAR DAILY OR PART-TIME DAILY HIRE

- 14.1 A regular daily hire employee will be employed by the day or shift or part thereof as the case may be, without breaking service for the purposes of the award and the NES as to payment for public holidays, personal/carer's leave and annual leave. Employment will terminate at the end of each day or shift on which the employee is employed.
- 14.2 A regular daily hire employee may be required by the employer to work no less than 7.6 ordinary hours for each day they are employed.
- 14.3 A part-time daily hire employee may be required by the employer to work no less than four consecutive hours for each day they are employed.
- 14.4 Notwithstanding the termination of employment at the end of each day or shift, the engagement of a regular daily hire employee or part-time daily hire employee will continue until the engagement is terminated.
- 14.5 Engagement may be terminated by notice on either side as from the end of the ordinary working hours on the day or shift on which notice is given or at any later time specified by the notice.
- 14.6 An employee who terminates their engagement as from a time prior to the end of the ordinary working hours on any day or shift without having given the notice in accordance with clause 14.5 will not be entitled to payment in respect of any time actually worked on that day or shift.
- 14.7 A regular daily hire employee will be paid as prescribed in this Agreement in accordance with clause 23, Classifications & Wage Rate, and Clause 29.7.
- 14.8 A part-time daily hire employee will receive for the hours worked, on a pro rata basis, equivalent pay and conditions to those of regular daily hire employees who perform the same work.
- 14.9 In consideration of the rights conferred, a regular daily hire employee or a part-time daily hire employee will attend and offer for employment at the normal or other place specified by the employer at the usual starting time on each ordinary day unless notified on a particular day they are not required to attend.
- 14.10 Parties to this Agreement determine that Regular Daily Hire employees shall work the daily equivalent of 38 hours per week at ordinary hours; plus the daily equivalent extra hours up to 40 hours per weekly shift subject to the provisions of clause 34, Overtime. Regular Daily Hire employees do not accrue RDOs.
- 14.11 Regular Daily Hire employees shall be paid at the relevant general EBA rate, prescribed in clause 29.7 for work performed outside ordinary hours as overtime.

## 15 CASUAL EMPLOYMENT

- 15.1 A casual employee is one who is engaged and paid as such. The minimum period of engagement will be four (4) hours each day which may be comprised of hours within or outside the ordinary hours of work otherwise prescribed by this agreement.
- 15.2 A casual employee is an employee employed by the hour and whose employment terminates at the end of each day.
- 15.3 The following provisions shall apply to a casual employee to the exclusion or modification, as the case may be, of other relevant provisions of this Agreement.
- 15.3.1 The hours of work of a casual employee shall be up to 38 hours per week to be worked at such times as are agreed between the employer and the employee.
- 15.3.2 The rate of pay for a casual employee shall be calculated as follows: -  
The relevant ordinary hourly rate as defined in clause 3.11 and that amount shall be paid at a 25% loading which is paid in lieu of annual leave, personal/carer's leave and compassionate leave, public holidays and community service leave.
- 15.4 The payment of calculating overtime rates or any other penalty the casual loading is not payable to a casual employee and shall be disregarded, unless stated otherwise elsewhere.

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- 15.5 In the event that an employee engaged as a casual, and paid as such, is placed on a roster which provides predictable continuous employment – rather than irregular, intermittent, occasional or discontinuous employment, the employee shall thereafter be entitled to the NES provisions, and the benefits under this agreement applicable to a full time or part time employee, as the case may be. Such benefits shall be in lieu of the terms and conditions of the NES and this agreement applicable to a casual employee, for the period that the employee works according to that roster.
- 15.6 A person engaged by a particular employer as a regular casual employee may request that their employment be converted to full-time, part-time, regular daily hire or part-time daily hire employment in accordance with Clause 15.14 of the Meat Industry Award.

## 16 MODEL FLEXIBILITY CLAUSE

### 16.1 Model flexibility term

16.1.1 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:

- (a) the agreement deals with 1 or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

16.1.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

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- 16.1.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.

## 17 NEW EMPLOYEES

- 17.1 All new employees will generally be employed as Regular Daily Hire and placed on an initial qualifying period of 60 days actually worked within six months. Extension of the qualifying period may be required, at the discretion of the employer, for reasons of sickness/attendance, Worker's compensation, change of duties, but not limited to these reasons only.
- 17.2 New employees (other than pieceworkers) will be engaged as Regular Daily Hire employees and placed on New Starters' rates (Grade A6) unless other suitably industry qualified and/or experienced where the employer shall pay at a higher rate (Grade A5). Monthly Probation reviews will be conducted by management to assess the new employee's suitability to progress to a higher labourer wage classification.

## 18 CONTRACTS OF EMPLOYMENT

### Conditions of Employment

- 18.1 An employee shall perform such work as the employer may from time to time require within the employees training, skill, and competence, and, subject to this Agreement, shall perform it at such time as the employer may require.
- 18.2 An employee who is absent or not performing their duty shall not, except where otherwise expressly provided in this Agreement, be entitled to any pay for the actual time of such absence or non-performance.
- 18.3 An employee shall be deemed to be absent if the employee is required by this Agreement to attend and offer for work and has failed to do so or has failed to accept work offered to the employee without reasonable excuse.
- 18.4 Nothing in this Agreement shall affect the right of the employer to deduct payment for any day on which an employee cannot be usefully employed because of any strike other than in the meat industry, or through any breakdown of machinery, shortage of stock and stand down (refer clause 50), or any stoppage of work in the meat industry by any cause for which the employer cannot reasonably be held responsible, or for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.
- 18.5 In cases where an employee will be absent from work for any reason:
- 18.5.1 the employee shall notify the employer where practicable prior to the commencement of the employee's first ordinary working day of absence, of the employee's inability to attend for work, and as far as practicable state the reason and the estimated duration of absence; and
  - 18.5.2 if on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for work, the employee shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence; and

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- 18.5.3 the employee shall notify the employer of the employee's intention to resume work after an absence, no later than 2:00 PM on the working day before the day of intended resumption of work; and
- 18.5.4 Should any employee attend an offer for work after any absence without first advising the employer in accordance with the requirements of clause 18.5.3 the employer shall not be obliged to employ such employee on that particular day and the employee shall not be entitled to payment for that day if they are not employed.
- 18.6 Nothing in this Agreement shall be construed as preventing the employment of any person partly on work in respect of which provision is made by this Agreement and partly on other work, and in such case this Agreement shall apply to the employment of such employee if the major and substantial part of the employee's work is work in respect of which provision is made by this Agreement.
- 18.7 Use of Time Recording Systems / Time Clocks  
Where an employee is required to clock on and off using an automated time keeping system he/she shall clock off, without delay, at the end of shift and at the immediate completion of his/her duties.
- 18.8 An employee shall, upon entering or leaving the premises, allow the contents of any baggage or such similar articles in their possession to be searched by an officer of the Company in the presence of an independent witness and/or a Union delegate, upon the request of such officer or nominee.

## 19 NOTICE OF TERMINATION & SUSPENSION

### 19.1 Notice of Termination

19.1.1 **Casual:** a casual must complete the day, up to a minimum of 4 hours; if they terminate before completion of the agreed time, they shall be paid for time worked on that day.

19.1.2 **Regular Daily Hire & Part-time Daily hire:** Refer to clause 14.5 of the agreement

#### 19.1.3 **Full-time & Part-time**

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

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

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

### 19.2 Summary Termination

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

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

### 19.3 Suspension

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

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

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- 21.3.2 regrade and reclassify the employee to a position other than their normal classification should the employee be under performing, in terms of the competency, skill, attendance and/or commitment levels expected.
- 21.3.3 The period of regrade or reclassification shall be at the employer's discretion.

## 19.3 Employer Rights Not Affected

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

## 20 LENGTH OF SERVICE

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

### 20.1 *Acquisition of Length of Service*

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

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

### 20.2 *Observance of Length of Service*

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

- 20.2.1 give an employee the right to claim a position or task for which the employee is not fully competent to perform to the employer's satisfaction;
- 20.2.2 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;
- 20.2.3 require an employer to provide a position within the ability and competence of any particular employee; or
- 20.2.4 affect any right which the employer may have at common law or under this Agreement to suspend or dismiss any employee.

### 20.3 *Sectional Length of Service*

Three sections apply in application of these provisions:

#### **Slaughter Floor:**

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

#### **Boning Room:**

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

#### **All Other Areas:**

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

### 20.4 *Portability of Length of Service*

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



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20.4.2 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.

## 20.5 *Loss of Length of Service*

An employee shall forfeit length of service if the employee:

20.5.1 fails, within 7 days, to notify the employer that the employee accepts work for any form of employment in the employee's department after being offered such work by the employer;

20.5.2 fails, within reasonable time, to accept employment and engagement under the terms of this Agreement when employment and engagement is offered by the employer;

20.5.3 terminates the employee's own employment and engagement or the employee's employment and engagement is lawfully terminated by the employer;

20.5.4 has the employee's length of service terminated by the employer in accordance with this clause;

20.5.5 is made redundant by the closure of the plant or department and is not re-employed within eight months.

20.5.6 An employee shall be responsible for ensuring that the employer has the employee's current address and contact details.

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

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

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

## 20.6 Length of Service Enquiries

20.6.1 The employer will on reasonable notice inform an employee or the relevant Consultative Committee representative, of the day, month and year of length of service that the employer recognises in respect of the employee.

20.6.2 The employer will each quarter furnish the Consultative Committee with a list of employees showing their order of length of service, if requested to do so by a Consultative Committee representative.

## 21 **PICEWORKER TEAM SELECTION**

21.1 Subject to the length of service clause and daily manning requirements, members of pieceworker teams comprising Slaughterers, Boners and Slicers shall be eligible for selection based on:

i. the date of appointment as a competent Pieceworker after determination by the Training Committee; or

ii. the date of demonstrating 100% competency in the Company's relevant internal skills assessment program.

21.2 A pieceworker is not automatically eligible to be included in a pieceworker team if he or she is unfit for normal duties or is suspended pursuant to Clause 20, Length of Service.

21.3 Training: Extra positions on the chain or line (i.e. above the daily manning requirements) shall be made available for Learner Slaughterers, Boners and Slicers, as and when required, conditional on training plans as approved by the Training Committee, and shall not be included in the Daily Tally Pool.

21.4 The composition of the Training Committee by department will comprise of two pieceworkers (task specific), Supervisor, Training Officer and Plant Manager.

21.5 The Training Committee shall determine the Pieceworkers Trainer.

## 22 REDUNDANCY

### 22.1 *Redundancy Pay*

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

### 22.2 *Transfer to lower paid duties*

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

### 22.3 *Employee leaving during notice period*

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

### 22.4 *Job search entitlement*

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

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

### 22.5 *Permanent Close-down of Meat Processing Establishment*

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

22.5.2 In circumstances the meat processing establishment referred to in clause 22.5.1 is closed and not re-opened within a period of eight consecutive calendar months from the date of closure, it shall be deemed to be permanently closed and the provisions of this clause shall apply.

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

### 22.6 *Amount of Redundancy Pay*

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

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

## PART 4 - WAGES

### 23 CLASSIFICATIONS & WAGE RATES

#### 23.1 Classifications

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

#### Slaughter Floor, Cleaners & Associated Areas

##### 23.1.1 Grade: A1; Slaughterer

##### Slaughtering Teams:

23.1.1.1 The employer will stand a slaughtering team so as to achieve the maximum production level unless exceptional circumstances exist beyond the employer's control; in which case a slaughtering team shall be stood to achieve as near as possible to the maximum production level.

23.1.1.2 To meet the needs of the business, the employer may increase or decrease the number of slaughterers in the team whilst the slaughtering team is operating.

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

#### Notes: Slaughterers:

- An employee accredited as competent by the Company for three Slaughterer tasks shall be paid at 100% of the Slaughterer rate whenever performing that task. (see Clause 29.7)
- A labourer may perform a single slaughterer's task for which he/she is accredited at the slaughterer rate.
- The Parties covered by this Agreement agree Slaughterer team numbers and task allocation is determined by the Company, subject to daily operational and safety requirements; the training and accreditation of operators; and the Length of Service provisions, clause 20.

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- The equivalent dollar value of 35 production units is a minimum daily payment for Slaughterer pieceworkers when working an 8-hour 5-day week or 43.75 units when working a 10-hour 4-day weekly roster. The parties agree this guarantee does not limit daily production to 35 or 43.75 units (whichever applies) within rostered hours; rather it is a minimum payment if less than 35 or 43.75 units are produced within the rostered hours and such employees are required to continue production above and beyond such units at the constant unit rate at ordinary rates.
- Breakdown during overtime: Should a breakdown occur a minimum of 4.92 units per overtime hour is payable or pro rata thereof.
- A pieceworker position is defined in clause 3 of this Agreement.
- Slaughterer team numbers and task allocation is determined by the Company, subject to daily operational and safety requirements; the training and accreditation of operators; and the Length of Service provisions, clause 20.

### 23.1.2 Grade: A2

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

### 23.1.3 Grade: A3

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

23.1.4 Grade: A4

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

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## 23.1.5 Grade: A5

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

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

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

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

## 23.1.7 Grade: A6

New Starters / New Employees so engaged under this Agreement

## Boning Room, WBE Loadout & Associated Areas

### 23.1.8 Grade: Boner

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

A Grade Boner	Accredited as competent to the employer's satisfaction in either or both of Hindquarter and/or Forequarter boning – paid @ 100% of Boner rate (refer Clause 29.7)
B Grade Boner	Accredited as competent to the employer's satisfaction in up to 3 boning cuts – paid @ 91% of Boner rate (refer Clause 29.7)

#### Duties of a Team:

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

#### Notes:

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

• *Notes continued next page*

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

less than 0.5 slicer number will go back, above 0.5 slicer number will go up

Table, 1- 34 boning and slicing teams. Above 34 the same ratio for Jap full set production would apply.

Extras would also apply for additional cuts when being produced.

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



**23.1.9 Grade: Slicer**

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

A Grade Slicer	Accredited as competent to the employer’s satisfaction in either or both of Hindquarter and/or Forequarter slicing cuts & specifications – paid @ 100% of Slicer rate (refer Clause 29.7)
B Grade Slicer	Accredited as competent to the employer’s satisfaction in up to 4 slicing cuts & specifications – paid at 91% of Slicer rate (refer clause 29.7)

**Notes:**

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

**23.1.10 Portion Control Cutters**

Employees, when carrying out the tasks of Cutting Steaks, who have a minimum Certificate III in Meat Processing Qualification will be paid at 90% of Slicer Rate at base rate (refer clause 29.7) for time performing the task.

*Notes continued next page*

# Wingham Beef Exports Pty Limited - Enterprise Agreement, 2019

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

less than 0.5 slicer number will go back, above 0.5 slicer number will go up

Table, 1- 34 boning and slicing teams. Above 34 the same ratio for Jap full set production would apply.

Extras would also apply for additional cuts when being produced.

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

**23.1.11** The Parties bound by this Agreement agree Boner and Slicer team numbers and task allocation is determined by the Company, subject to daily operational and safety requirements; the training and accreditation of operators; and the Length of Service provisions, clause 20

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## 23.1.12 Grade: A3

Loadout Forklift Drivers (working in Chilled & Frozen Loadouts)	Intake / Frozen / Chilled Carton Scales Operator
Carton Room Controller	

## 23.1.13 Grade: A4

Pre-Trimmer	Airy Bag Controller
Sawyer / Chillers Quartering (for majority of day)	Chiller Assessor / Grader (receives an allowance)
Macca's Room (1 operator)	Criteria
Main Cryovac Machine Operator/s (control)	ICL Trimming
CL tester	Value Add Carton Scales Operator
Ban Saw Operator	

## 23.1.14 Grade: A5

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

**23.1.15 Grade: A6**

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

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

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

**23.1.16 Wirimbi Rendering & Extract**

**23.1.16.1 - Grade A2:**

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

**23.2 Wage Rates & Annual Increases**

23.2.1 Refer Clause 29.7 for ordinary rates of pay to apply to Employees covered by this Agreement.

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

	Year 1	Year 2	Year 3	Year 4
Boners	3.00%	2.75%	2.75%	2.75%
Slaughtermen	3.00%	2.50%	2.50%	2.50%
Slicers	2.75%	2.50%	2.50%	2.50%
Labourers	4.00%	3.00%	3.00%	3.00%

23.2.3 Annual wage rate increases are at base wage rates for labourers and at constant units rates for pieceworkers (refer Clause 29.7).

## 24 WORKERS COMPENSATION

- 24.1 The provision of the following acts as amended shall apply:
- 24.1.1 Workers' Compensation Act, 1987; and
  - 24.1.2 Workplace Injury Management and Workers' Compensation Act, 1988; and
  - 24.1.3 Workers Compensation Regulations, 2010

## 25 JUNIORS

- 25.1 A junior shall be paid the following percentages of the classification of relevant Adult wage rate as prescribed in Clause 23 of *this Agreement*.

Under 17 years of age	50%
17 years	60%

**Note:** Adult rates shall apply at age 18

- 25.2 A junior employee who has been assessed as competent in any task, and is able to demonstrate and maintain productivity and quality outcomes at the adult level of performance shall be paid the full adult pay rate when performing that work.

## 26 ALLOWANCES

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

- 26.1 **First Aid Allowance** - an allowance of \$5.00 per day will be paid to an employee who is appropriately qualified and is designated to perform duties of a first aid officer.
- 26.2 **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 hours overtime at the end of a day's normal production time, or the Company may provide a meal to the employee in lieu of the meal allowance.
- 26.3 **Workplace Training Allowance** – an allowance of \$10.00 per day will be paid to an employee who is designated to provide workplace instructions in the duties to a learner Slaughterer, Boner, or Slicer and/or instruction and demonstration of the knife sharpening skills training program;
- 26.4 **Fork Lift Allowance** - an allowance of \$1.598 per day will be paid to an employee, other than a loadout employee classified as A3/A4, who is appropriately qualified and is designated to perform the duties of a fork lift driver the greater part of a day.
- 26.5 **Leading Hand Allowance** – an employee, appointed by the Company, with the direct supervision of other employees shall be paid a minimum Leading Hand allowance of either (a) or (b) or \$10.00 per day whichever is the higher.
- a) An employee supervising at least three but fewer than 10 employees (including juniors and apprentices) must be paid an allowance of 1.6% of the standard award rate per week.
  - (b) An employee supervising 10 or more employees must be paid an allowance of 2.3% of the standard award rate per week.

- 26.6 **Knife Allowances**
- 26.8.1 Slaughterers and Boners \$0.82 per day
- 26.8.2 Slicers & selected Labourers \$0.57 per day
- 26.8.3 Knife allowances, referred to in this clause, shall increase by 3% per year during the life of this agreement.
- 26.7 **Chiller Assessor / Grader** Boning Room Carcase Chiller Assessor \$20 per day when grading  
Kill Floor Carcase Assessors \$15 per day when grading
- 26.8 **No 1 Allowance:** based on set minimum daily kill numbers in ordinary hours (determined by the size of the slaughtering team) paid at a rate of \$0.11912.
- 26.9 **Bull Allowance:** When bulls are slaughtered the following penalty payments shall be made:  
Slaughterers: based on the number of bulls slaughtered and the size of the slaughtering team at the constant unit rate at 200%.  
Boners: based on the number of boning points achieved at the constant unit rate at 150%.
- 26.10 **Wirrimbi Rendering - boiler attendant duties:** \$1 per hour is payable when a rendering employee is rostered to also perform boiler attendant monitoring tasks.

## 27 OCCUPATIONAL SUPERANNUATION

- 27.1 Occupational Superannuation will be implemented by the employer pursuant to superannuation legislation.
- 27.2 The employer will make superannuation contributions, each month, for the benefit of employees to either:
- 27.2.1 The Company's default superannuation fund, Australian Super, an accredited MySuper fund; or
- 27.2.2 The Meat Industry Employees' Superannuation Fund (MIESF); or
- 27.2.3 The Australian Meat Industry Superannuation Trust (AMIST).
- Note:**  
If an employee fails to nominate a fund the Company's default fund will be chosen.
- 27.3 Subject to the governing rules of the selected fund, an employee may, in writing, authorise the employer to pay on behalf of the employee a specified amount as a self-contribution from post-tax wages to the employee's superannuation account as voluntary employee contributions.
- 27.4 The employer shall also contribute company-sponsored superannuation at appropriate contribution rates to the value of the units produced by pieceworkers outside normal production times when engaged in such work at such times.

## 28 MIXED FUNCTIONS

- 28.1 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.
- 28.2 This clause shall not take effect unless an employee so engaged in higher duties is accredited as competent to the employer's satisfaction in fully and safely completing the higher duties. Nor shall this clause take effect when training in a task at a higher classification than the employee's ordinary classification.
- 28.3 Where overtime is voluntarily worked for the purpose of setting up prior to the employee's normal commencement time, and the duties of setting up involve tasks which they are performing a different classification rate of pay than the employee's normal ordinary rate, the employee shall be paid for the duties of setting up at the classification rate plus any applicable overtime penalty for those duties.
- 28.4 If an employee requests a transfer to duties that carry a lower rate, the employee shall be paid that lower rate from the time of transfer.

## 29 PAYMENT OF WAGES & ANNUAL INCREASES

- 29.1 Wages shall be paid weekly to all employees including casuals. All reasonable steps will be taken by the employer to ensure that the wages due to an employee are to be in the employee's specified account before midday on the normal pay day.
- 29.2 Upon termination of employment, any wages due to an employee will be paid on the day of such termination or, at the employee's option, forwarded to them on the next working day.
- 29.3 Each employee shall receive a payslip and/or by electronic means showing the total amount of wages, supplementary payment and overtime, leave accruals, banked hours and all deductions there from.
- 29.4 In the event an employee is negligent in the completion of a timesheet or Company time recording system, that day's wage will be paid in the following week's wages after verification by the employee's supervisor.
- 29.5 In the event of a Public Holiday falling at the start of a working week, wages may be paid a day late into each employees account (maximum 24-hour variance to normal practice).
- 29.6 The wage increases referred to in 29.7 are in lieu of the minimum wage rates arising from the National wage case each June and payable from July 1. Adjustments to the Agreement rates would only occur in circumstances where the agreement rates fall below the minimum award rate.  
**NOTE:** The first agreement increases (Year 1) have been paid since the pay period immediately following the voting up of the 2018 Agreement, which was then withdrawn prior to approval. As shown in the table in Clause 23.2.2, future increases will occur as below;  
Year 2 on or after the first full pay period 13.08.2019 &  
Year 3 on or after the first full pay period 13.08.2020 &  
Year 4 on or after the first full pay period 13.08.2021.

*Annual Increases Chart on next page*

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29.7 Annual Increases:  
 Effective from 13<sup>th</sup> August, 2018 , and subsequent anniversary (on a full pay period) thereafter.

2019 EBA - with dual Pay Scales											
	2018/19 Award Rate (per hour)	2018/19 Award Daily Hire Rate (per hour)	Year 1		Year 2		Year 3		Year 4		
			EBA Rate	Daily Hire Rate	EBA Rate	Daily Hire Rate	EBA Rate	Daily Hire Rate	EBA Rate	Daily Hire Rate	
Slaughterer			6.621	6.621	6.786	6.786	6.956	6.956	7.130	7.130	
35 units	\$21.15	\$23.27									
Boner 97 units											
A Grade	\$21.15	\$23.27	2.321	2.321	2.384	2.384	2.450	2.450	2.517	2.517	
B Grade	\$21.15	\$23.27	2.112	2.112	2.170	2.170	2.229	2.229	2.291	2.291	
Slicer 97 units											
A Grade	\$20.71	\$22.78	2.221	2.221	2.277	2.277	2.334	2.334	2.392	2.392	
B Grade	\$20.71	\$22.78	2.022	2.022	2.072	2.072	2.124	2.124	2.177	2.177	
Labourer											
A2	\$20.71	\$22.78	\$22.18	\$23.18	\$22.85	\$23.88	\$23.53	\$24.59	\$24.24	\$25.33	
A3	\$20.33	\$22.36	\$21.81	\$22.77	\$22.46	\$23.45	\$23.14	\$24.15	\$23.83	\$24.88	
A4 / G1	19.84 / 20.33	21.82 / 22.36	\$21.41	\$22.76	\$22.06	\$23.44	\$22.72	\$24.14	\$23.40	\$24.87	
A5 / G2	\$19.84	\$21.82	\$20.44	\$22.21	\$21.05	\$22.88	\$21.68	\$23.57	\$22.33	\$24.27	
New Starter	\$18.93	\$20.82	\$19.43	\$21.20	\$20.01	\$21.83	\$20.61	\$22.49	\$21.23	\$23.16	
Juniors											
Junior 17 yrs	\$11.76	\$13.09	\$12.27	\$13.31	\$12.64	\$13.71	\$13.02	\$14.12	\$13.41	\$14.55	
New Starter 17 yrs	\$11.36	\$12.50	\$11.66	\$12.72	\$12.01	\$13.10	\$12.37	\$13.49	\$12.74	\$13.90	
Junior - Under 17 yrs	\$9.80	\$10.91	\$10.22	\$11.11	\$10.53	\$11.44	\$10.85	\$11.78	\$11.17	\$12.14	
New Starter - Under 17 yrs	\$9.46	\$10.41	\$9.71	\$10.60	\$10.01	\$10.92	\$10.31	\$11.24	\$10.61	\$11.58	



29.8 Weight Ranges – Units arrangements Boners / Slicers

**BONING ROOM**

Weight Range Unit values for Boners and Slicers

SIDES BONED OUT AS PIECES OF MEAT OR SPECIFIC CUTS:

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

Boners	Bulls	Additional half a unit per bull per
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## PART 5 – HOURS OF WORK, BREAKS, OVERTIME

### 30 ORDINARY HOURS OF WORK

- 30.1 Ordinary hours of work will be an average of not more than 38 hours per week not exceeding 152 hours in 28 days or 10 hours on any day., with a span of ordinary hours between 5:00 AM to 7:00 PM, Monday to Friday.
- 30.2 Such employee's normal working hours, subject to Part 3 of this Agreement, being comprised of ordinary hours or a combination of ordinary hours and reasonable additional hours as is demonstrated and noted below:
- 30.3 Changes to normal hours of work or to rosters may be agreed between the employer and the Consultative Committee, the Union and/or the relevant employees in respect to all employees, or employees in a department or section, or an employee individually.
- 30.4 Notwithstanding 30.3, above, the parties to the Agreement agree that the Company may alter an individual employee's or a department's normal hours of work or weekly roster or starting and / or finishing times after consultation with the employee's affected, and by giving advance notice of not less than 7 days of an alteration to the following alternate general work patterns:
- 30.4.1 **5-Day week (Day shift):** comprising 5 x 8-hour shifts Monday to Friday with 2 hours paid at penalty rates (*see also clause 44.1.2*); and/or
- 30.4.2 **5-Day week (Afternoon shift):** comprising 8-hour shifts Monday to Friday as per clause 31 & 31.3 with 2 hours paid at penalty rate (*see also clause 44.1.2*); and/or
- 30.4.3 **4-day week (Afternoon/Night shift):** comprising 4 x 10-hour shifts between Monday to Friday as per clause 31 & 31.3 with 2 hours paid at penalty rate (*see also clause 44.1.2*); and/or
- 30.4.4 **4-Day week (Day shift):** comprising 10-hour shifts at 4 days per week between Monday to Friday with 2 hours paid at penalty rates (*see also clause 44.1.2*); and/or
- 30.4.5 **4-Day week with rotating roster:** comprising of 10-hour shifts rotating at 4 days per week over a 5 day roster Monday to Friday with 2 hours paid at penalty rates (*see also clause 44.1.2*).
- 30.4.5.1 Employees, so affected, shall be given notice of an individual or team roster
- 30.4.5.2 If mutually agreed, by the employee and employer, an extra shift or part-shift may be worked, paid at 125% for pieceworkers (*subject to Clause 34.2.2*) and 150% for first 3hrs & 200% thereafter for labourers at the relevant agreement rate as prescribed in clause 29.7 or otherwise banked for future payment or time-off in lieu.
- 30.4.5.5 An employee may temporarily swap a shift with another suitably trained and skilled employee, if agreed by the employer.
- 30.4.5.6 The company aims to ensure public holidays that fall on non-rostered days are spread out as evenly as possible per calendar year.
- 30.5 Load Out employees will provide flexibility in starting and finishing times as necessary and as required by the Company.
- 30.6 Insofar as normal working hours may be comprised of an amount of reasonable additional hours and/or days in addition to ordinary hours, employees agree to work these hours on the basis that they are both reasonably required by the employer and necessary to the Company's operations having regard to the nature of the work performed.

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

## 31 SHIFTWORK

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

- 31.1 Except at changeover of shifts an employee will not be required to work more than one shift in a single 24-hour period.
- 31.2 Shifts may be worked on a one shift, two shift or three shift system.
- 31.3 For the purpose of this clause:

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

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

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

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

**Note:** A casual employed on shift work will receive the appropriate % loading (Shift Allowance) prescribed in this clause and an additional relevant rate of 25% Casual Loading of the ordinary hour rate as prescribed in clause 29.7 (i.e. not inclusive of Shift Allowance).

- 31.6 As a shift allowance is paid at the equivalent of the appropriate loading of the relevant wage rate pursuant to the Meat Industry Award, 2010, the allowance will not be paid to an employee whose classification and wage rate prescribed in this Agreement is already higher than that of the said Award plus the shift allowance. In such instance, the shift allowance is fully absorbed within the all-inclusive wage rate prescribed in this Agreement.
- 31.7 *Meal Break*  
A shift worker except when engaged on a three-shift system, may either be allowed:
- 32.7.1 a meal break on not less than 30 minutes per shift: or
- 32.7.2 an unpaid crib time of 30 minutes after working 6 hours which does not count as timed work and to be taken at a time agreed between the employer and majority of employees directly concerned.
- 31.8 Alternately starting times, unless otherwise agreed, an individual employee who is required to alter his/her starting time to enable management to make provisions for a replacement will be given at least 24 hours' notice of the change.

## 32 MEAL INTERVALS & SMOKO

- 32.1 Meal intervals and smoko breaks shall not be counted as part of the eight or ten rostered hours worked. Therefore, they are deducted for the purposes of calculating **Actual Working Time** (AWT).
- 32.2 Unless otherwise provided or agreed, an employee shall be granted a 15-minute paid break and an unpaid meal interval of not less than 30 minutes at a time decided by the employer during a normal 8 or 10-hour shift.
- 32.3 Except in cases of emergency (including breakdowns) or to meet the needs of the business or as otherwise provided for by this Agreement, the time for meal intervals shall not be altered except on 24 hours' notice to the employees concerned.

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- 32.4 If an interruption of work for any cause occurs within 20 minutes or as otherwise agreed with employees of the commencement of a smoko break or within 20 minutes or as otherwise agreed with employees of the commencement of the normal meal break the employer may direct that the "smoko" or meal break be taken forthwith.

### 33 RELIEF PERIODS

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

### 34 OVERTIME

#### 34.1 Time workers

(a) All time worked outside ordinary hours on any day as prescribed in clause 30—Hours of work will be deemed to be overtime and be paid for at time and a half for the first three hours and double time thereafter. (or accrued to the RDO bank). This applies to the 2 additional rostered hour's overtime each week.

(b) All overtime worked on a Sunday in meat processing establishments must be paid at double time with a minimum payment of four hours

- 34.2 34.2.1 Pieceworkers (Slaughterers, Boners & Slicers): Work in excess of the ordinary hours will be paid at the constant unit rate. Notwithstanding this clause, pieceworkers shall be paid at time and a half of the constant unit rate all work done on Saturdays and public holidays and double time of the constant unit rate for Sundays if required to work.

34.2.2 Employees working in accordance with an incentive payment system who perform work in overtime hours, will be entitled to minimum payments for all work performed during such times which are no less than the payments to which such employees would be entitled for such time periods worked pursuant to Clauses 31-hours of work, 36 overtime and 40-public holidays of the Award, plus 1%.

- 34.3 Payments and/or Banked Overtime hours: Overtime is paid or banked as equal hours at the appropriate penalty rate as prescribed by this Agreement

- 34.4 34.4.1 The employer may require an employee to work reasonable overtime at overtime rates and such an employee shall work overtime in accordance with such requirements subject an employee's circumstances and the NES provisions relating to reasonable additional hours.

34.4.2 Notwithstanding 34.4.1, above, additional hours above that prescribed in the rotating team roster, clause 30.4.4 & 30.4.5, shall be by agreement by the parties.

- 34.5 In specific consideration to clause 34.4, the parties to this Agreement agree that overtime may be required for employees to work up to eight reasonable additional days each year for a six-hour shift; when required by the employer. For the purpose of Clause 34.5 the twenty fourth of June will service as the first count of reasonable additional days as the employer may require per 12 month period for the life of this agreement.

34.5.1 Reasonable Additional Days - Production Minimum Guarantee:  
Subject to clause 34.2.1 the following guarantee units will apply

- Slaughtermen - 24 units per man
- Boners & Slicers – 75 units per man

34.5.2 Voluntary additional days Production Guarantee  
- Piece Workers – Minimum 4 hours

- 34.6 Daily hire and casual loadings and allowances, as prescribed in this Agreement, are not inclusive of ordinary hourly rates and are therefore not included in payments for overtime hours worked.

## PART 6 - LEAVE ARRANGEMENTS

### 35 ANNUAL LEAVE

- 35.1 An employee (other than a casual employee, refer Clause 15 Casual Employment) shall be entitled to accrual and payment of annual leave in accordance with the Act accruing progressively at 4 weeks leave per annum for ordinary hours worked.
- 35.2 In addition to clause 35.1, an employee shall be entitled to the following annual leave conditions: -
- 35.2.1 Annual leave shall be exclusive of public holidays prescribed by this Agreement.
- 35.2.2 If a public holiday falls within an employee's period of annual leave and is observed on the day which in the case of that employee would have been an ordinary working day there shall be added to that period one day, being an ordinary working day, for each public holiday observed.
- 35.2.3 Unless otherwise agreed, at least twenty (20) days' notice shall be given to an employee as to when the employee is to commence annual leave.
- 35.2.4 Unless otherwise agreed, at least twenty (20) days' notice shall be given to the employer as to when an employee would like to commence annual leave.
- 35.2.5 Payment for annual leave shall include a loading of 17.5% of the relevant ordinary hourly rate as prescribed in the Meat Industry Award, 2010, for labourers so classified in this Agreement; and as prescribed in that Award plus 20% for pieceworkers.
- 35.3 To avoid any doubt an employee who is regularly engaged in work which involves two or more classifications and rates of pay, or an employee engaged as a pieceworker, is entitled to be paid for the purposes of annual leave, at the average rate of pay actually paid to the employee immediately prior to the employee commencing annual leave.
- 35.4 Cashing out of annual Leave –
- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 35.4.
  - (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 35.4.
  - (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
  - (d) An agreement under clause 35.4 must state:
    - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
    - (ii) the date on which the payment is to be made.
  - (e) An agreement under clause 35.4 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
  - (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
  - (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
  - (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

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(i) The employer must keep a copy of any agreement under clause 35.4 as an employee record.

35.5 All other conditions of the Act apply to the cashing out of annual leave shall apply.

35.6 Definition of shiftworker

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

### 36 BI-ANNUAL CLOSEDOWN PERIOD

36.1 Closedown period may be no more than twice during a 12-month period

36.2 Predetermined closedown periods shall be granted to employees for taking annual leave.

36.3 The employer will endeavour to give all employees affected not less than one month's notice of the starting and finishing dates of the closedown periods.

36.4 Where an employee does not have sufficient annual leave to cover closedowns the employee shall take unpaid leave or other appropriate paid leave for the relevant period/s.

### 37 PERSONAL/CARERS LEAVE

37.1 An employee, other than a casual employee, shall be entitled to personal/carer's leave in accordance with the Act.

37.2 It is expressly agreed that an employee who has accrued personal/carer's leave in excess of 15 days may, on application in writing to the employer, be paid for such excess as a cashing out provision once per year at the end-of-year up to maximum annual cash out of 4 weeks. This requirement foregoes the entitlement to the amount of personal/carer's leave credited to the employee in exchange for the payment requested by the employee and paid by the employer in lieu of the amount of personal/carer's leave foregone, at the same rate of pay to which the employee would have been entitled if the leave had been taken commencing on the date of the cash-out.

37.3 Labourer classifications: Paid personal/carer's leave shall be paid at the ordinary hourly rate for the classification in which the employee is employed, for each hour of leave accrued and taken. An employee is not entitled to take a period of paid personal/carer's leave if the employee does not, as and when required by the employer, provide notice and documentary evidence to the satisfaction of the employer of a bona-fide reason for the absence as defined in the Act.

37.4 Pieceworker classifications: Paid personal/carer's leave shall be paid at the average rate of pay for the classification in which the employee is employed, for each hour of leave accrued and taken. An employee is not entitled to take a period of paid personal/carer's leave if the employee does not, as and when required by the employer, provide notice and documentary evidence to the satisfaction of the employer of a bona-fide reason for the absence as defined in the Act.

37.5 Payment on termination: Personal/Carer's leave accrued after 24<sup>th</sup> February 1997 shall be paid out upon termination, other than for reasons of misconduct, neglect of duty, non-performance, dishonesty forced and serious breach of company policy, for employees other than casual employees and/or employees employed on or after 13<sup>th</sup> September 2010 who shall be required to complete 10 year's continuous service to receive the pay out of accrued leave.

37.6 Workers Compensation: an employee receiving workers' compensation payments is not entitled to be paid Personal/Carer's leave.

- 37.7 Medical evidence: from a registered medical practitioner is required for:
- 37.7.1 sick leave absences of more than one day and a medical clearance is required to be submitted on return to work following an absence/s that may present a risk to food safety; or
  - 37.7.2 carer's leave absences for each and every day that an employee takes personal leave to care for a member of the immediate family or household.
  - 37.7.3 Public holiday: medical evidence is also required for payment of personal leave for an absence immediately before and/or after a public holiday.
  - 37.7.4 Rostered Day Off & Non-Rostered Day: medical evidence is also required for payment of personal leave for an absence immediately before and/or after approved RDO leave or a non-rostered work day as prescribed in clause 30.4.3, 30.4.4, 30.4.5, *4-Day Week Roster*.
- 37.8 Attendance Bonus - A \$250 attendance bonus will be paid to a permanent employee who has not used any Personal/Carers Leave in any one anniversary year (note that any day an employee is absent from work for reasons other than Annual Leave, RDO, Stand Down or day in lieu will automatically result in the non-payment of the bonus).  
For the purpose of this clause year shall mean anniversary of 12 months permanent employment from approval of agreement.

## 38 LONG SERVICE LEAVE

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

## 39 COMPASSIONATE LEAVE

- 39.1 Paid leave Entitlement:  
An employee, other than a casual, is entitled to 2 days compassionate leave for each occasion on which a member of the employee's immediate family or household:
- 39.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
  - 39.1.2 sustains a personal injury that poses a serious threat to his or her life; or
  - 39.1.3 dies.
- When an employee takes paid compassionate leave, the Company must pay the employee the base rate of pay for the ordinary hours they would have worked during the period of leave as an employee classified as a labourer or the average rate of pay for an employee classified as a pieceworker.
- 39.2 Evidence Supporting Claim:  
The employee is only entitled to compassionate leave if the employee gives his or her employer any evidence that the Company reasonable required of the illness, injury or death.
- 39.3 Taking Compassionate leave:  
An employee is entitled to take compassionate leave in a single unbroken period, in separate periods of 1 day or any separate period agreed between the employee and the Company.  
Where the employee is taking compassionate leave to spent time with a member of the employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- 39.4 Unpaid leave Entitlement:  
The employee is entitled to take up to 2 days unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the Company.

## 40 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

40.1 This clause applies to all employees, including casuals.

### 40.2 Definitions

(a) In this clause:

**family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

**family member** means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 40.2(a) includes a former spouse or de facto partner.

### 40.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.  
2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

### 40.4 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### 40.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

### 40.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 40.

The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.



(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 40 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 40.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

40.7 Confidentiality

(a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 40.6 is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in clause 40 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

40.8 Compliance

An employee is not entitled to take leave under clause 40 unless the employee complies with clause 40.

## 41 PUBLIC HOLIDAYS

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

*Public holidays are:*

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

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

41.2 The public holidays, referred to in 41.1.1, will be observed on the actual day on which they fall, as gazetted by the State Government from time to time.

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

41.4 Payment for absence on Public Holiday

Subject to the provisions of clause 41.6:

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

## Wingham Beef Exports Pty Limited - Enterprise Agreement, 2019

### 41.5 Payment for work on public holidays

(a) Christmas Day and Anzac Day will be paid at double the ordinary hourly rate for all time worked at rates prescribed in 29.7 of this agreement;

(b) Good Friday will be paid for all time worked at the rate of time and a half for the first four hours and double time thereafter based on the ordinary hourly rate; at rates prescribed in 29.7 of this agreement; and

(c) any other public holiday will be paid at time and a half for the first two hours and double time thereafter based on the ordinary hourly rate at rates prescribed in 29.7 of this agreement;

For all employees other than casuals, the above payments will be in addition to the ordinary weekly, daily or hourly rate of pay as appropriate, calculated by reference to the ordinary hourly rate as defined in clause 3.11.

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

## 42 JURY SERVICE & COMMUNITY SERVICE

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

## 43 PARENTAL LEAVE

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

#### 44 ROSTERED DAY OFF (RDO)

##### 44.1 Accruals of Rostered Days Off (RDO's)–

44.1.1 This clause does not apply to daily hire employees

44.1.2 An employee shall accrue .4 of an hour to their RDO bank for each day the employee:-

a) Completes 8 ordinary hours of work (5 day roster); or

b) Completes the required production output that is scheduled on any particular day

These accruals operate for each day worked – or a pro rata basis for part time employee.

44.1.3 An employee shall accrue .5 of an hour to their RDO bank for each day the employee:-

a) Completes 10 ordinary hours of work (4 day roster); or

b) Completes the required production output that is scheduled on any particular day

These accruals operate for each day worked – or a pro rata basis for part time employee.

Note: No other time worked or leave taken accrues hours to the employee's RDO bank.

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

44.2.1 Stand Down day/s when notified by the employer;

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

44.2.3 In cases of a personal emergency.

44.3 Notwithstanding clause 4.2 above, the Company maintains the right to refuse such an application from an employee due to production requirements and shortages of suitably qualified replacement employees.

44.4 Accrued RDO hours are payable on termination of employment.

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

44.6 The first 3 days RDO accrued in any year must be retained by the employee as accruals for stand down circumstances.

44.7 The company will endeavour to give 48 hours' notice for a scheduled RDO.

##### 44.8 Transfer to Regular Daily Hire

Should an employee transfer to Regular Daily Employment as prescribed in clause 11.4, the accrued RDO balance may be cashed out at the current rate or remain accrued as leave but it shall be frozen at the current value.

## PART 7 – WORK ORGANISATION

### 45 TRAINING

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

### 46 WORK FLEXIBILITY

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

### 47 SELF REGULATION

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

### 48 CHANGE OF WORK STATION

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

### 49 PERFORMANCE OF WORK

- 49.1 All work shall be performed to a standard of workmanship satisfactory to the employer.
- 49.2 No employee shall cease work without the permission of the employer before the finishing time fixed for the employee in accordance with the provisions of this Agreement, or before the completion of any overtime required to be worked pursuant to this Agreement.
- 49.3 The parties agree that there may, in future, be a need to alter arrangements in regard to such things as production levels, team numbers / manning levels, start and finish times, roster arrangements, and days on which the plant operates in accordance to clause 30 ordinary hours of work to meet production requirements. The introduction of any such changes will not be implemented without being fully discussed with the employees affected and/or the Consultative Committee, the Union delegate/s or

the appropriate employee representative.

## 50 STAND DOWN CONDITIONS

- 50.1 Notwithstanding anything elsewhere contained in this clause , the employer shall have the right to deduct payment for any day on which an employee cannot be usefully employed , because of any strike other than in the plant , or through any breakdown of machinery or any stoppage of work in the meat industry by any cause for which the employer cannot reasonably held responsible ( including the availability of suitable livestock ),or for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.

## PART 8 – MISCELLANEOUS PROVISIONS

### 51 CLOTHING

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

### 52 KNIVES & TOOLS OF TRADE

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

### 53 WORKPLACE HEALTH & SAFETY

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

## 54 PERSONAL PROTECTIVE EQUIPMENT

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

## 55 MAKE-UP TIME

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

## 56 APPLICATION OF NATIONAL EMPLOYMENT STANDARDS

For clarity the National Employment Standards (NES) as set out in the Act apply to this Agreement. Where the NES are dealt with in the Agreement the purpose is to set out the minimum standards for terms and conditions of employment under the act.

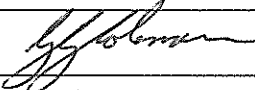
## 57 UNION MATTERS

- 57.1 The Company recognises the Australasian Meat Industry Employee Union (Newcastle and Northern Branch) as the Union with representational rights of employees covered by this Agreement who are members of the Union.
- 57.2 At the point of a new employee Induction program, the Company will allow an on-site union delegate to meet and present (in the presence of a Company officer) an application to join the Union - as a matter of free choice - and to assist new employees to transition into the workplace by providing relevant information and advice.
- 57.3 The onsite delegate/s will be provided with a locker for storing Union papers.
- 57.4 Trade Union Training:
  - 57.4.1 Employees who are union members and have been an elected delegate for not less than 3 months shall be entitled to a maximum of 2 days paid leave per year to attend Trade Union Training.
  - 57.4.2 The Company will be consulted on the nature and content of the course and the granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
  - 57.4.3 Leave will be approved where the course to be attended is of such a nature to improve the delegate's knowledge of industrial relations or related matters.

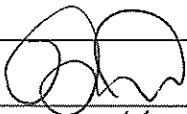
58 SIGNATORIES TO THE AGREEMENT

58.1 The Company

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

Signed:	
Name:	Grant Garry Coleman
Position:	General Manager
Address:	1295 Gloucester Road Wingham NSW 2429
Date:	28 <sup>th</sup> May 2019

Witnessed By


Signed:	
Name:	Leanne Yarnold
Position:	Human Resource Manager
Address:	1295 Gloucester Road, Wingham NSW 2429
Date:	28 <sup>th</sup> May 2019.



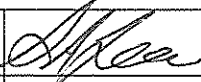
Wingham Beef Exports Pty Limited - Enterprise Agreement, 2019

58.2 Employee Representative – No.1

Signed for and on behalf of the Employees of Wingham Beef Exports Pty Limited

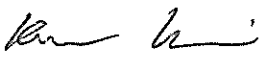
Signed:	
Name:	MARK GEORGE
Position:	SLICER
Address:	32 PEUERILL ST TIDONEE
Date:	28/5/19

Witnessed By


Signed:	
Name:	SCOTT FURZE
Position:	BONER / Delegate
Address:	104 Kanangra Dr Taree 2430
Date:	28/5/19.

58.3 Employee Representative – No.2

Signed for and on behalf of the Employees of Wingham Beef Exports Pty Limited

Signed:	
Name:	KANE KRISS
Position:	Slaughter man / Delegate
Address:	39 MURRAY ROAD WINGHAM 2429
Date:	28/5/19

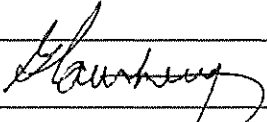
Witnessed By

Signed:	
Name:	Michael Schiffmann
Position:	Slaughter man / Delegate
Address:	26a Spence St Taree
Date:	28/5/19

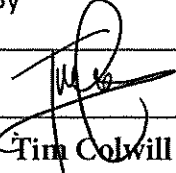
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58.4 The Union

Signed for and on behalf of **The Australasian Meat Industry Employees' Union,  
Newcastle and Northern Branch**  
ABN 65 730 047 738

<b>Signed:</b>	
<b>Name:</b>	<b>Grant Courtney</b>
<b>Position:</b>	<b>Secretary, AMIEU Newcastle &amp; Northern NSW Branch</b>
<b>Address:</b>	<b>34 Union Street, NEWCASTLE WEST NSW 2302</b>
<b>Date:</b>	<b>28 May 2019</b>

Witnessed By

<b>Signed:</b>	
<b>Name:</b>	<b>Tim Colwill</b>
<b>Position:</b>	<b>Communications Officer, AMIEU Newcastle &amp; Northern NSW Branch</b>
<b>Address:</b>	<b>34 Union Street, NEWCASTLE WEST NSW 2302</b>
<b>Date:</b>	<b>28 May 2019</b>