



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Richmond Dairies Pty Ltd
(AG2019/774)

RICHMOND DAIRIES ENTERPRISE AGREEMENT 2019

Food, beverages and tobacco manufacturing industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 12 APRIL 2019

Application for approval of the Richmond Dairies Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *Richmond Dairies Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Richmond Dairies Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

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

[4] The Agreement lodged contained an error at Clauses 5 and 18.6.2. On 9 April 2019, the Applicant filed amended pages of the Agreement pursuant to s.586 of the Act. I am satisfied that the correction should be made and that it is appropriate to do so pursuant to s.586 of the Act.

[5] I note that Clauses 15.3 and 18.6.4 are inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 6.3 of the agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 April 2019. The nominal expiry date of the Agreement is 5 March 2022.



DEPUTY PRESIDENT

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Annexure A

Tuesday, 9th April 2019

Fair Work Commission
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Dear Sir/Madam,

Re: AG2019/774 - Application by Richmond Dairies Pty Ltd

We hereby provide the following undertakings:-

- 1. Clause 20.2.1. Annualized Salary** – Any agreement to enter into an annualized salary arrangement will be in writing, and will include the calculation of the annualized salary, the hours covered by the annualized salary, and the rate payable under the annualized salary will be no less than the rate of pay specified at Clause 20.1 of the agreement. The employer must ensure that the employee is not worse off than they are under the conditions of the enterprise agreement.
- 2. Clause 22.2.2. Contributions to Superannuation** – Clause 22.2.2 to be removed from the Richmond Dairies Enterprise Agreement.


.....

Nathan Nicholls

For and on behalf of Richmond Dairies Pty Ltd

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Richmond Dairies Pty Ltd

Casino

Enterprise Agreement

2019

6th March 2019

PART 1 - APPLICATION AND OPERATION OF AGREEMENT**1. AGREEMENT TITLE**

This Agreement shall be known as the Richmond Dairies Enterprise Agreement 2019

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3. OBJECTIVES OF AGREEMENT

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

- 3.1 Efficiency and productivity of the employer's business for the benefit of its employees, customers, shareholders and community at large;
- 3.2 Profitable manufacture of the highest quality products at the lowest cost;
- 3.3 Development and maintenance of a harmonious and mature consultative relationship;
- 3.4 The parties recognise that important in achieving these objectives is:
 - 3.4.1 A consultative environment in which all employees, care about their jobs and each other, have the opportunity to achieve their full potential, take pride in themselves and their work and benefit from the success of their efforts;
 - 3.4.2 The need for flexibility of jobs and duties within and between work areas, subject only to limitations imposed by individual skill levels.
- 3.5 The parties to this Agreement therefore agree:
 - 3.5.1 To accept respective responsibilities for health and safety in the workplace under Occupational Health and Safety legislation;
 - 3.5.2 That the parties will work cooperatively towards the objectives of the Agreement for all employees;
 - 3.5.3 That employees will carry out all duties as are within the limits of their skill, competence and training;
 - 3.5.4 That the parties will take all steps necessary to avoid any action which disrupts continuity of production by resolving concerns effectively and speedily through use of the consultative mechanism and the agreed dispute settlement procedure;
 - 3.5.5 That employees will cooperate in the implementation of quality assurance, production efficiency and productivity measurement techniques;

4. DEFINITIONS

- 4.1 "Act" shall mean the Fair Work Act 2009.
- 4.2 "Company" shall mean Richmond Dairies Pty Ltd, Casino, NSW, ABN 79 106 445 881.
- 4.3 "Double Time" shall mean the employee's ordinary hourly rate increased by 100%.
- 4.4 "Double Time and one half" shall mean the employees ordinary hourly rate increased by 150%.
- 4.5 "Employee" shall mean an employee of the Company to whom this Agreement applies:
- 4.6 "Employer" shall mean Richmond Dairies Pty Ltd, Casino, NSW, ABN 79 106 445 881.
- 4.7 "FWC" shall mean the Fair Work Commission.
- 4.8 "Ordinary Hourly Rate" shall mean the ordinary hourly rate as prescribed in clause 20 of this Agreement.
- 4.9 "Ordinary Hours of Work" shall mean the hours of work as prescribed by clause 25 of this Agreement.
- 4.10 "Ordinary Time Earnings" shall mean earnings as defined in clause 29.3.2 in this Agreement.
- 4.11 "Ordinary Weekly Rate" shall mean the ordinary weekly rate as prescribed clause 20 of this Agreement.

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

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

- 4.12 "Time and one half" shall mean the employee's ordinary hourly rate increased by 50%.
- 4.13 "Triple time" shall mean the employees ordinary hourly rate increased by 200%.
- 4.14 "Union" shall mean The Australasian Meat Industry Employees' Union and/or The Australasian Meat Industry Employees' Union – Newcastle and Northern Branch.
- 4.15 "Week" shall mean Monday to Sunday inclusive.

5. DATE AND PERIOD OF OPERATION

This agreement will start to operate on the 6th March 2019, and will have a nominal expiry date three (3) years thereafter.

6. APPLICATION OF AGREEMENT

- 6.1 This Agreement is made in accordance with the provisions of the Fair Work Act 2009 and except as prescribed by clause 6.4 hereof, applies to the Richmond Dairies Pty Ltd and all its employees for whom rates of pay and general conditions of employment are prescribed herein who are employed at its processing establishment located at Casino, New South Wales.
- 6.2 On approval of this Agreement by the Fair Work Commission this Agreement will also apply to the Australasian Meat Industry Employees Union – Newcastle and Northern Branch.
- 6.3 This Agreement applies in substitution for all prior Agreements and any modern Award covering the employer and its employees mentioned in clause 6.1 but is subject to the National Employment Standards.
- 6.4 This Agreement does not cover nor does it apply to any employee of the employer who is engaged in managerial or supervisory duties.

7. NATIONAL EMPLOYMENT STANDARDS

This Agreement contains references to Divisions 5, 6, 7 and 8 of Part 2-2 of the National Employment Standards (NES) contained in the Fair Work Act 2009.

8. NO EXTRA CLAIMS

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

No person covered by this Agreement and no employee covered by this Agreement will make or pursue any claims against the employer for wages or conditions of employment in excess of those provided in this Agreement.

For the purpose of clarity, proposals for the making of an Individual Flexibility Arrangement under clause 19 of this Agreement shall not be considered extra claims for the purposes of this clause.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. SETTLEMENT OF DISPUTES PROCEDURE

9.1 If a dispute relates to:

9.1.1 a matter arising under this Agreement; or

9.1.2 the National Employment Standards;

this clause sets out procedures to settle the dispute.

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

9.3 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.

9.4 If discussions at the workplace level do not resolve the dispute the matter must then be discussed between the Chief Executive Officer of the Company and either the Newcastle and Northern Branch or Assistant Newcastle and Northern Branch Secretary of the Union.

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

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

9.5.1 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

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

9.5.2.1 arbitrate the dispute; and

9.5.2.2 make a determination that is binding on the parties.

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

9.5.4 The Fair Work Commission may do any of the following in relation to an appeal;

9.5.4.1 confirm, quash or vary the decision;

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

9.5.4.3 refer the matter that is the subject of the appeal to a Fair Work Commission Member (other than a Minimum Wage Panel Member) and;

require the Fair Work Commission Member to deal with the subject matter of the decision; or

require the Fair Work Commission Member to act in accordance with the directions of the Fair Work Commission.

9.5.4.4 The parties to the dispute agree to be bound by a decision made by a Full Bench of Fair Work Commission in accordance with this clause.

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

- 9.6.1 From the moment a dispute or grievance is raised in accordance with this clause, the status quo will apply for a period of up to five working days and work shall continue normally, in accordance with the terms of this Agreement, without any stoppage of work, ban, limitation or restriction. For the purposes of this clause the term "status quo" shall mean the situation which existed immediately prior to the dispute or the matter which gave rise to the dispute.
- 9.6.2 If the dispute or grievance is not resolved in the status quo period prescribed by clause 9.6.1 each employee must perform their work in accordance with the direction of the employer, unless they have a reasonable concern about an imminent risk to their health or safety; and
- 9.6.3 An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- 9.6.3.1 the work is not safe; or
 - 9.6.3.2 applicable occupational health and safety legislation would not permit the work to be performed; or
 - 9.6.3.3 the work is not appropriate for the employee to perform; or
 - 9.6.3.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

9.7 Consultative Committee

- 9.7.1 A Consultative Committee shall ensure the success of this Agreement by meeting regularly to ensure the aims of the Agreement and the ongoing site improvements are achieved. The Consultative Committee will consist of a higher ratio of employees to management and where requested their Union representatives.
- 9.7.2 The Committee shall meet on a monthly basis if required.

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

10. FORMS OF EMPLOYMENT

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

A full-time employee shall be employed by the week.

11. PART-TIME EMPLOYEE

11.1 The provisions of this Agreement shall apply to a part-time employee provided that the part-time employee shall:

- 11.1.1 Work less than an average of 38 ordinary hours of work each week; and
- 11.1.2 The employer will provide a minimum of 20 hours per week, work done on any day that exceeds eight hours to be paid at the appropriate penalty rates.
- 11.1.3 Be given 48 hours notice of their hours of work which shall be based on a weekly schedule.
- 11.1.4 A part-time employee who works less than eight hours on any day may be offered additional hours of work, up to a total of eight for the shift, prior to completion of that rostered shift. These additional hours will be paid at ordinary rates.
- 11.1.5 A part time employee shall receive all the benefits of a weekly employee in proportion to the hours they work.
- 11.1.6 The number of part-time employees will form part of the three monthly manning level reviews. If a part-time employee has worked an average of 38 hours during a six month period that employee's employment will be formally reviewed by the employer, and the employees, or the employees' representatives, which may include the Union, if desired by the employees

12. CASUAL EMPLOYEE

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

12.2 Unless otherwise agreed between the employer and an employee, a casual employee may be engaged for a minimum of 4 hours per day or shift.

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

12.3.1 The ordinary 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.

12.3.2 The hourly rate of pay for a casual employee shall be calculated on the relevant ordinary hourly rate as prescribed by clause 20 plus a loading of 25%.

The loading is paid in lieu of any and all forms of leave, other than Long Service Leave, provided by Part 6 of this Agreement.

12.4 A casual employee who works overtime hours shall be paid for such time at the appropriate rate referred to in clause 27 Overtime.

12.5 A casual employee employed on shift work shall in addition to the appropriate casual loading be paid the appropriate shift loading based on that employee's ordinary hourly rate.

12.6 The parties to this Agreement will work towards minimizing the use of casuals as far as is practicable.

12.6.1 Casual employees may be employed by the Employer for the purpose of carrying out unplanned work requirements and covering absenteeism, peak workloads and project work. If a casual employee has worked continuously for a maximum of six months, management will formally review that employee's employment.

12.6.2 The formal review will determine whether the job is required on an ongoing basis. Subject to clause 12.6.3, if the job is required on an ongoing basis the employee will be offered full-time employment.

12.6.3 If the employer believes that there may not be ongoing full-time employment, the six month period may be extended.

12.6.4 Full-time manning levels will be reviewed on a three monthly basis.

12.6.5 A break in an employee's continuity of service will not occur simply to avoid provisions of this clause.

12.7 To meet production requirements from time to time the employer may require a pool of casual labour employed by a labour hire company.

13. JUNIORS

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

Under 16 years of age 60%
Under 17 years of age 70%
Under 18 years of age 80%
18 years and over Adult rate

14. CONDITIONS OF EMPLOYMENT

14.1 Each employee shall carry out all work as required which is within their skill and competence to a standard of workmanship satisfactory to the employer.

14.2 An employee shall perform such work as the employer may from time to time require and, subject to this Agreement, shall perform it at such times as the employer may require.

14.3 An employee shall be deemed to be on unauthorised absence from work, on any day on which the employee is required to attend and offer for work, if the employee fails to attend and offer for work at the normal starting time, or fails to accept the work offered on that day, or if, having accepted work, is absent therefrom.

14.4 An employee not attending for or not performing their duty shall, except where otherwise expressly provided in this Agreement, be deemed to have taken unauthorised absence for that period and the employee shall not be entitled to any payment for the actual time of such non-attendance or non-performance.

14.5 In cases where an employee will be absent from work for any reason:

14.5.1 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 nature of the injury or illness or absence and the estimated duration of the absence, and

14.5.2 If it is not practicable to notify the employer under clause 14.5.1 prior to commencement, the employee shall notify the employer as soon as practicable thereafter; and

14.5.3 If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for work, the employee shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence; and

14.5.4 The employee shall notify the employer of the employee's intention to resume work after an absence, no later than 2.00pm on the working day before the day of intended resumption of work; and

Should the employee attend and offer for work after any such absence without first advising the employer in accordance with the requirements of clause 14.5 and the employee has a history of absenteeism and/or failure to notify, the employer shall not be obliged to engage such employee on that particular day and the employee shall not be entitled to payment for that day if they are not engaged.

14.6 The employer shall have the right to deduct payment for any day or portion thereof during which the employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct including theft, physical or verbal provocation of another person, use of drugs or alcohol on the part of the employee.

14.7 Notwithstanding anything elsewhere contained in this Agreement the employer shall have the right to deduct payment for any day on which an employee cannot be usefully employed, because of any strike, or through any breakdown of machinery, or any stoppage of work by any cause for which the employer cannot reasonably be held responsible, after consultation with the employees. Provided that such standing down shall not be deemed a break in the continuity of the employment of the employee for the purpose of any rights under this Agreement.

An employee may voluntarily utilise annual leave, personal/carer's leave or time off without pay for a whole or part day when payment would otherwise be deducted in accordance with this clause.

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

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

15. TERMINATION AND SUSPENSION

15.1 Termination

Except in the case of misconduct justifying summary dismissal, an employee's employment may be terminated by either party giving to the other, the appropriate notice as prescribed by the termination of employment provisions of this Agreement, or unless otherwise agreed between the employer and employee by payment or forfeiture of pay in lieu thereof.

15.2 Summary Termination

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

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

15.3 Abandonment of Employment

The absence of an employee from work for a continuous period of three days without notification to the employer will be deemed abandonment of employment and the employment contract ceases and wages shall be paid up to the last time of work.

The employee shall be advised by letter sent by registered mail to the employee's last known address.

15.4 Suspension

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

15.5 Employee Representation

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

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

15.6 Employer Rights Not Affected

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

16. DISCIPLINARY PROCEDURES

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

16.2 Details of suspension of employment will remain on the employee's personnel file for a period of eighteen months from the date the suspension commenced. Therefore, if a further breach occurs within eighteen months and results in disciplinary action being taken, the employee's employment may be terminated.

17. CONSULTATION – INTRODUCTION OF CHANGE

17.1 This term applies if the employer:

17.1.1 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

17.1.2 Proposes to introduce a change to the regular roster or ordinary hours of work of employees

Major change

17.2 For a major change referred to in paragraph (17.1.1)

17.2.1 The employer must notify the relevant employees of the decision to introduce the major change; and

17.2.2 Subclauses (17.3) to (17.9) apply

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

17.4 If:

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

17.4.2 The employee or employees advise the employer of the identity of the representative;

The employer must recognise the representative.

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

17.5.1 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

17.5.2 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.

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

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

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

17.9 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

17.10 For a change referred to in paragraph (17.1.2):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (17.11) to (17.15) apply.

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

17.12 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.

17.13 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).

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

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

17.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (17.1).

18. NOTICE OF TERMINATION AND REDUNDANCY PAY

The provisions of this clause will apply in lieu of those prescribed by Division 11 of Part 2 -2 of the Fair Work Act 2009.

- 18.1 When the employer has made a decision that it no longer requires a position then the employer will hold discussions with the affected employee and their representative(s) if requested by an employee, as soon as practicable. The employer agrees to supply in writing and explain, reasons for the terminations, measures taken to avoid or minimise terminations and measures undertaken to support affected employees, including the expected termination date. Provided that the employer will not be required to disclose confidential information, the disclosure of which would be detrimental to the employer's interest.
- 18.2 Parties agree that there is a positive obligation for an employee not to unreasonably refuse to accept an offer of alternative employment, transfer, relocation, reclassification, or retraining in the interests of continued employment within the Company. An employee who fails to accept a reasonable offer of alternative employment, transfer, relocation, reclassification, or retraining, will not be entitled to any form of redundancy payment under this clause or otherwise.
- 18.3 The redundant employee will receive the benefits of this clause if they remain employed until the date of termination advised by the employer and if their employment does not terminate on or prior to the advised termination date due to misconduct, abandonment of employment, prolonged absenteeism, neglect or refusal of duty or voluntary resignation by the employee for any reason.
- 18.4 A "weeks' pay" in the redundancy agreement means the ordinary hourly rate of pay for the employee concerned. A "weeks' pay" excludes overtime, all allowances and any other payments.
- 18.5 In the event of redundancies, employees will be chosen according to their skill level and production requirements with consideration given to the employee's length of continuous service with the employer.
- 18.6 The "Redundancy Agreement" provides benefits to those employees with 12 months continuous service as follows;
 - 18.6.1 Four (4) weeks' notice or payment in lieu of notice if notice is not given or part notice is given e.g. three (3) weeks' notice and one (1) weeks' payment in lieu of notice.
 - 18.6.2 A severance payment based on three (3) weeks' pay for each completed year of service with part years that exceed six (6) months' considered as whole years. This severance payment will be paid to a maximum of the equivalent of 56 weeks' pay.
 - 18.6.3 Employees engaged under the above agreement for one [1] year, but less than two [2] years will be entitled to four [4] weeks' severance pay in accordance with the Fair Work Act.
 - 18.6.4 When an employee has advised a retirement date and their position becomes redundant, the severance payment will not exceed the ordinary pay which the employee would have earned if their employment with the employer had proceeded until the employee's advised retirement date on the existing rate of pay, calculated in accordance with clause 18.4.
 - 18.6.5 Payment of unused personal/carer's leave entitlements.
 - 18.6.6 Long service leave payments in accordance with the provisions of the Long Service Leave Act (NSW) 1955.

18.6.7 Payment of any accrued but untaken RDO's.

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

19. WORKPLACE FLEXIBILITY

19.1 The employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

19.1.1 the agreement deals with one or more of the following matters:

19.1.1.1 when RDO's may be taken;

19.1.1.2 when meal breaks and rest breaks are taken;

19.1.1.3 arrangements about when work is performed;

19.1.1.4 overtime rates;

19.1.1.5 penalty rates;

19.1.1.6 allowances;

19.1.1.7 leave loading; and

19.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause 19.1.1 and

19.1.3 the arrangement is genuinely agreed to by the employer and employee.

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

19.2.1 are about permitted matters under the Fair Work Act 2009; and

19.2.2 are not unlawful terms under the Fair Work Act 2009; and

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

19.3 The employer must ensure that the individual flexibility arrangement:

19.3.1 is in writing; and

19.3.2 includes the name of the employer and employee; and

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

19.3.4 includes details of:

19.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and

19.3.4.2 how the arrangement will vary the effect of the terms; and

19.3.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

19.3.5 states the day on which the arrangement commences.

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

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

- 19.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or
- 19.5.2 if the employer and employee agree in writing — at any time.

PART 4 - WAGES & RELATED MATTERS**20. WAGE RATES**

The ordinary weekly rates prescribed in this clause are based on 38 ordinary hours of work performed each week or an average thereof.

20.1 The ordinary rate of pay for an adult employee is classified according to the structure set out in Schedule A – Classification Structure and the wage rates specified in clauses 20.1.1 and 20.1.2.

20.1.1 Production Employees

		6-3-19 2%	6-3-19 2%	6-3-20 2%	6-3-20 2%	6-3-21 2%	6-3-21 2%
Classification	Description	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Level 1	PE 1a	\$823.84	\$21.68	\$840.18	\$22.11	\$856.52	\$22.54
Level 2	PE 1	\$893.38	\$23.51	\$911.24	\$23.98	\$929.48	\$24.46
Level 3	PE 2	\$923.02	\$24.29	\$941.26	\$24.77	\$959.88	\$25.26
Level 4	PE 3	\$942.78	\$24.81	\$961.78	\$25.31	\$981.16	\$25.82
Level 5	PE 4	\$972.80	\$25.60	\$992.18	\$26.11	\$1011.94	\$26.63
Level 6	PE 5	\$998.64	\$26.28	\$1018.40	\$26.80	\$1038.92	\$27.34

20.1.2 Maintenance Employees

		6-3-19 2%	6-3-19 2%	6-3-20 2%	6-3-20 2%	6-3-21 2%	6-3-21 2%
Classification	Description	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Level 7	ME 1	\$972.42	\$25.59	\$991.80	\$26.10	\$1011.56	\$26.62
Level 8	ME 2	\$1049.94	\$27.63	\$1070.84	\$28.18	\$1092.12	\$28.74
Level 9	ME 3	\$1098.96	\$28.92	\$1121.00	\$29.50	\$1143.42	\$30.09
Level 10	ME 4	\$1151.02	\$30.29	\$1173.82	\$30.89	\$1197.38	\$31.51

20.2 Annualized Salary

An annualized salary may be introduced for an employee, the terms of which will be determined by agreement between the employer, the employee and if requested by the employee, by the employee's representative.

20.2.1 Any agreement to enter into an annualized salary arrangement will be in writing, and will include the calculation of the annualized salary, the hours covered by the annualized salary, and the rate payable under the annualized salary will be no less than the rate of pay specified at Clause 20.1 of the agreement

20.3 Performance Related Bonuses

20.3.1 During the life of this agreement the Consultative Committee will meet and discuss performance related bonuses which will be based and paid on two recorded periods 1st December to 31st May and 1st June to 30th November

20.3.2 The bonus will be based on Key Performance Indicator(s) developed by the Consultative Committee before being agreed by employees by way of a vote.

21. ALLOWANCES**21.1 First Aid allowance**

An employee who has been trained to render First-Aid, who is the current holder of an appropriate first aid qualification (such as a certificate from St John Ambulance or similar body) and has been

appointed by the employer shall be paid the rate of \$17 per week and will increase as per the wage increases in clause 20.

	6-3-19 2%	6-3-20 2%	6-3-21 2%
Allowance	Weekly	Weekly	Weekly
First Aid	\$17.00	\$17.34	\$17.69

21.2 Tool Allowance

The employer shall supply maintenance employees with tools as determined necessary by the employer.

21.3 Trade Licences

The employer shall pay for the cost incurred by a maintenance employee for any relevant trade licence required for the performance of their duties

21.4 Spray Drier

Employees undertaking a "hot Clean" of the spray dryer shall be paid a flat rate of \$5.00 per day effective from the execution of this Agreement. This rate will be adjusted by the percentage increase as provided under the Wages Rate provisions prescribed in section 20A

21.4.1 A "Hot Clean" is defined as a clean conducted at the completion for a full drying cycle that includes physically sweeping out the spray drier chamber in which the temperature is below 50 degrees

21.4.2 Note: Current employees who receive Grandfathered skilled payments will not receive Spray Dryer allowance

	6-3-19 2%	6-3-20 2%	6-3-21 2%
Allowance	Per Day	Per Day	Per Day
Spray Drier	\$5.10	\$5.20	\$5.30

22. OCCUPATIONAL SUPERANNUATION

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

- 22.1.1 The Company Employees Superannuation Fund; or
- 22.1.2 The Meat Industry Employees Superannuation Fund; or
- 22.1.3 The Food Industry Superannuation Trust; or
- 22.1.4 An Employee nominated fund.

22.2 Contributions to Superannuation

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

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

22.2.3 Contributions to the Fund

Providing the Fund set out in clause 22.1 of this Agreement remains an approved and complying superannuation fund, each employee upon being initially employed shall be given information regarding that Fund.

- 22.2.4 The employer shall pay to the Trustees of the fund thus nominated on behalf of each employee who is a member of such approved fund a contribution in accordance with the requirements of this Agreement.
- 22.2.5 All contributions and employee advice details shall be forwarded monthly to the appropriate fund.
- 22.2.6 All contributions shall be clearly identified on the employee's pay slip.

22.3 Salary Sacrifice

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

- 22.3.1 The amount sacrificed must be a set dollar or percentage amount specified in writing in advance and such amount may only be altered once per year, effective each 1 July.
- 22.3.2 The additional salary sacrificed contributions must be contributed into the Fund the employee nominates in accordance with this clause.
- 22.3.3 Have a statement detailing the salary sacrifice provided to the employee on their pay slip.
- 22.3.4 Not reduce the employee's rate of pay for the purposes of Agreement entitlements (including accrued entitlements and the application of penalty rates).
- 22.3.5 If legislative or other changes result in increased cost to the employer arising from the arrangements under this clause the employer may elect to discontinue these arrangements.

22.4 Cessation of Contributions

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

23. **MIXED FUNCTIONS**

- 23.1 An employee if employed on a higher level of work shall be paid at the higher rate for all time worked at the higher duty, provided that if the employee is so employed for more than two hours on any day the employee shall receive the wages for the higher level of work for the whole of the day.
- 23.2 If an employee is so employed for 10 hours or more in any pay week on a higher level of work the employee shall be paid the higher rate for the whole of that pay week.
- 23.3 If an employee is called upon to work on a level of work carrying a lower rate of pay the employee shall suffer no reduction.
- 23.4 If an employee voluntarily performs work on a lower level of work that carries a lower rate of pay than their usual rate, the employee shall be paid at the lower rate of pay for the period that the work is performed on the lower level of work.

24. **PAYMENT OF WAGES**

- 24.1 Employees shall be paid fortnightly no later than Wednesday of each fortnight provided, that the pay period specified herein may be varied at any time by agreement between the employees, or

the employees' representatives, which may include the Union, and the employer, but at no time will the employer hold more than four days in hand.

- 24.2 The employer shall pay the employee by direct deposit to an employee's personal account by electronic funds transfer.
- 24.3 Upon termination employment, wages due to an employee will be paid no later than the next pay period, and their pay slip forwarded to them by post on the next working day.

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

25. ORDINARY HOURS OF WORK AND ROSTERING

25.1 Ordinary hours of work – day workers

- 25.1.1 Subject to clause 19 and clause 25.9, the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days.
- 25.1.2 The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- 25.1.3 Where agreement is reached in accordance with clause 25.1.2, the rate to be paid to a day worker for ordinary time worked between midnight on Friday and midnight on Saturday and between midnight on Saturday and midnight on Sunday shall be paid in accordance with clause 25.4 and/or clause 25.5.
- 25.1.4 The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 6.00 am and 6.00 pm.

25.2 Ordinary hours of work—continuous shiftworkers

- 25.2.1 Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 25.2.2 Subject to clause 25.2.3 and clause 25.9, the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days.
- 25.2.3 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 25.2.4 Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

25.3 Ordinary hours of work—non-continuous shiftworkers

- 25.3.1 Subject to clause 25.3.2 and clause 25.9, the ordinary hours of work for non-continuous shiftworkers are an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- 25.3.2 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 25.3.3 The ordinary hours of work must be worked continuously, except for meal breaks, at the discretion of the employer.
- 25.3.4 Except at changeover of shifts an employee must not be required to work more than one shift in each 24 hours.

25.4 Ordinary hours worked on Saturday

- 25.4.1 All ordinary hours of work performed on Saturday by a day worker shall be paid at the rate of time and one half.
- 25.4.2 Subject to clause 25.6.4 all ordinary hours of work performed on Saturday by a shiftworker and a continuous shiftworker shall be paid at the rate of time and one half.

This rate is paid in substitution for and not cumulative upon the shift allowance prescribed by clause 25.6.3.

25.5 Ordinary hours worked on Sunday

Subject to clause 25.6.4 all ordinary hours of work performed on Sunday by a day worker, shiftworker and continuous shiftworker shall be paid at the rate of double time.

The rate prescribed by this clause for a shiftworker and a continuous shiftworker is paid in substitution for and not cumulative upon the shift allowance prescribed by clause 25.6.3.

25.6 Special provisions for shiftworkers

25.6.1 For the purposes of this Agreement:

25.6.1.1 **rostered shift** means any shift of which the employee concerned has had at least 48 hours notice;

25.6.1.2 **early morning shift** means any shift finishing after 9.00am and before 2.00pm;

25.6.1.3 **afternoon shift** means any shift finishing after 6.00pm and at or before midnight; and

25.6.1.4 **night shift** means any shift finishing after midnight and at or before 9.00 am.

25.6.2 By agreement between the employer and the majority of employees concerned or in appropriate cases an individual employee, the span of hours over which shifts may be worked may be altered by up to one hour at either end of the span.

25.6.3 Shift allowance

25.6.3.1 An employee who works on early morning shift must be paid 15% extra for such shift;

25.6.3.2 An employee who works on afternoon shift must be paid 15% extra for such shift.

25.6.3.3 An employee who works on night shift must be paid 30% for such shift.

25.6.3.4 A shiftworker who works on a shift which does not continue for at least five successive early morning, afternoon or night shifts must be paid, for the whole of the week, the highest shift allowance that applies to any shift worked by the employee in that week.

25.6.4 Ordinary hours worked on a Saturday, Sunday or public holiday by a shiftworker

25.6.4.1 Where shifts commence between 11.00pm and midnight on a Sunday or public holiday, the time so worked before midnight does not entitle the employee to the Sunday or public holiday rate for the shift. However, the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday must be regarded as time worked on the Sunday or public holiday.

25.6.4.2 Where shifts fall partly on a holiday, the shift which has the major portion falling on the public holiday must be regarded as the holiday shift. By agreement between the employer and the majority of employees concerned, the shift which has the minor portion falling on the public holiday may be regarded as the holiday shift instead.

25.6.4.3 The extra rates in clause 24.6.4 are in substitution for and not cumulative upon the shift allowances prescribed in clause 25.6.3.

25.7 Notwithstanding the spread of hours prescribed for a day worker by clause 25.1, the employer and the employee representatives which may include the union, party to this Agreement, may implement mutually agreeable shift work provisions in any work unit to meet the circumstances of that work unit.

25.8 Notwithstanding anything elsewhere contained in this Agreement the start time of a day worker and/or shiftworker may be varied by the employer giving the following notice to the employee/s concerned:

- 25.8.1 Three day's notice where an employee has received notice of their rostered shift in accordance with clause 25.6.1.1; or
- 25.8.2 Seven day's notice where an employee has received at least four week's notice of their rostered shift; or
- 25.8.3 Otherwise with the agreement of an employee or majority of employees in the work unit concerned for the purpose of meeting the employee's needs.

25.9 Four day week

Subject to clause 25 - Hours of Work and Rostering, the employer may implement the ordinary hours of work in one of the following ways:

- 25.9.1 The employer may require employees to work up to 8 ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which shall fall due after 19 ordinary week days, Monday to Friday, including paid public holidays, paid personal/carer's leave days, paid compassionate leave, and paid jury service, subject to the following conditions and limitations;
- 25.9.2 The day off shall be on a fixed roster basis, unless otherwise agreed between the employer and the employees in the work unit concerned. Payment for the day off will be the basis of 0.4 hours for each day worked. For payment purposes "a day worked" shall include paid personal/carer's leave, paid public holidays, paid jury service, paid compassionate leave but shall not include annual leave, any period of absence on workers' compensation, long service leave, unpaid personal/carer's leave or unpaid leave.
- 25.9.3 An employee on planned leisure time off which coincides with a stand down shall be paid for the credit of leisure time which was rostered off.
- 25.9.4 In the event of sickness occurring on pre-arranged leisure time, no personal/carer's leave deductions will be made, however the employee shall be paid the leisure payment for that day.
- 25.9.5 For the purposes of leisure time all allowances (except shift work allowances) shall be paid as actually worked.
- 25.9.6 All accrued credits as a result of the 0.4 hours credit towards leisure time will be paid out on the termination of each employee's employment.
- 25.9.7 Payment for a public holiday which falls on a rostered day off or a short day will be for the ordinary hours the employee would have received had the employee been at work on that day. The rostered day off or short day may be rescheduled by agreement between the employer and the majority of employees in the work unit.
- 25.9.8 Where the employer and the employee agree, rostered days off, which occur as a result of employees working in accordance with the provisions of this clause, may accumulate to a maximum of ten days.

These accumulated days may be taken at any time mutually agreed between the employer and employee.

Any rostered days off accumulated in excess of 10 days must be cashed out or must be taken as directed by the employer provided that the employer gives to the employee two week's notice of the requirement for the employee to either cash out or take the accumulated rostered days off.

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

25.10 Daylight saving

- 25.10.1 Where by reason of State or Territory legislation summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.
- 25.10.2 The terms standard time and summer time have the same meaning as in the relevant State or Territory legislation.

25.11 Make-up time

- 25.11.1 An employee may elect, with the consent of the employer, to work make-up time under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 25.11.2 An employee on shiftwork may elect, with the consent of their employer, to work make-up time under which the employee takes time off during ordinary hours and works those hours at a later time, at the rate which would have been applicable to the hours taken off.

26. MEAL BREAKS, MEAL ALLOWANCE AND REST PAUSES

26.1 Meal breaks and meal allowance

- 26.1.1 Day workers shall be allowed not less than thirty minutes or more than one hour for an unpaid meal break no later than 6 hours after the commencement of the employee's ordinary hours of work, on each working day for the purpose of taking a meal.
- Such meal breaks may be staggered within each particular work area in order that full production may be maintained wherever possible.
- 26.1.2 Shift workers, shall be allowed an interval of 20 minutes each shift for crib at a time agreed upon by the employer and the relevant employees, such interval to be counted as time worked and paid for as such.
- 26.1.3 An employee who is called upon to work for more than one hour after the employee's normal ceasing time shall be allowed not less than 30 minutes for a meal break (or twenty minutes for a crib in the case of shift workers) which shall be taken immediately after the normal ceasing time.
- 26.1.4 An employee who is required to work overtime after the employee's ordinary hours for more than one hour without being notified on the previous day that the employee will be so required to work shall be paid the applicable meal allowance.
- 26.1.5 The meal allowance referred to in this clause is \$13.46 per meal.
- 26.1.6 If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised the employee shall be paid the meal allowance prescribed by clause 26.1.5 for meals which the employee has provided but which are surplus.

When an employee is requested by the employer to interrupt, or work through, their meal period on a case by case basis e.g. breakdowns, change of production schedule, the employee shall be paid at a rate of double time until they are released to complete their meal period.

26.1.6.1 Not more than six hours shall be worked without a break for a meal or interval for crib

26.1.6.2 Any payment for a meal under this clause shall be in addition to any overtime

In lieu of the above arrangements, the employer and an employee may agree upon an alternative arrangement.

26.2 Rest Pauses

- 26.2.1 A rest pause of 15 minutes during the first part of the shift and a rest pause of 15 minutes during the second part of the shift shall be allowed each employee. Following consultation this may be in any configuration not exceeding 30 minutes.
- 26.2.2 Rest pauses shall be taken at such times as may be mutually arranged between the employer and the employees concerned, and may be staggered to suit the particular work requirements of each section so that full production levels may be maintained.
- 26.2.3 Rest pauses shall be counted as time worked and shall be paid for as such.

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

27. **OVERTIME**

- 27.1 All time worked outside the ordinary rostered working hours shall be overtime, and shall be paid for at the rate of time and one-half for the first three hours and double time thereafter; provided that a shift worker called upon to work on a rostered day off, other than Sunday, or a day worker on a five-day week, Monday to Friday inclusive, called upon to work on Saturday shall be paid time and one-half for the first three hours and double time thereafter for work on such rostered day off or Saturday respectively.
- 27.2 All overtime worked on a Sunday by a day worker, shiftworker and a continuous shiftworker shall be paid at double time with a minimum payment of 4 hours at that rate.
- 27.3 Employees are required to work reasonable overtime.
- 27.4 An employee who is directed and does attend to work overtime at the hours required by the employer on Saturday, Sunday, the employee's rostered day off, 25 December or Good Friday shall be paid a minimum of four hours at the appropriate rate of pay.
- 27.5 Where overtime commences on one calendar day and extends into the following calendar day, the whole period of overtime shall be deemed to have been worked on the former day for the purposes of calculation of overtime.
- 27.6 Rest Period After Overtime

Except as prescribed by clause 28.1.2, when overtime is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty (or ordinary shift length) between the work of successive days.

An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours (or ordinary shift length) off duty between those times shall, subject to this clause, be released after completion of such overtime until the employee has had 10 consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours (or ordinary shift length) off duty, the employee shall be paid at double time until released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours (or ordinary shift length) off duty without loss of pay for ordinary working time occurring during such absence.

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

28. **CALL BACK**

- 28.1 An employee recalled to work overtime after leaving the employer's premises, whether notified before or after leaving the premises, must be paid for a minimum of four hours work at the rate of double time:

- 28.1.1 Clause 27.6 does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a meal break, with the commencement of completion of ordinary hours.
- 28.1.2 Overtime worked in the circumstances specified in clause 28.1 is not to be regarded as overtime for the purposes of clause 27.6 concerning rest periods after overtime, when the actual time worked is less than three hours on the call-back or on each call-back.

PART 6 - LEAVE ARRANGEMENTS

29. ANNUAL LEAVE

29.1 An employee, other than a casual, shall be entitled to annual leave as provided by Division 6 of Part 2-2 of the Fair Work Act 2009 provided that a shift worker as defined in clause 29.2 shall be entitled to an additional week of annual leave.

29.2 Definition of shiftworker

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

29.3 Payment for annual leave

29.3.1 An employee under this agreement, before going on annual leave, will be paid their ordinary time earnings as defined in clause 29.3.2, that they would have received in respect of the ordinary hours the employee would have worked, had the employee not been on annual leave during the relevant period.

29.3.2 For the purpose of ascertaining ordinary time earnings in clause 29.3.1 the following are not included:

29.3.2.1 incentive-based payments;

29.3.2.2 bonuses;

29.3.2.3 loadings;

29.3.2.4 monetary allowances;

29.3.2.5 overtime;

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

29.3.2.7 shift allowances as prescribed by this Agreement;

29.3.2.8 any other separately identifiable amounts.

29.4 Annual leave loading

29.4.1 An employee on day work shall receive a loading of 17.5% calculated at the appropriate rate of pay prescribed by clause 20.

29.4.2 An employee who would have worked on shift work had they not been on leave must be paid a loading equal to 17.5% of their weekly rate prescribed in clause 20, or the shift loading including relevant weekend penalty rates, whichever is the greater but not both.

29.4.3 An employee who worked on night shift shall receive a 30% annual leave loading on pro-rata basis relative to the period the employee spent on night shift.

29.4.4 On the termination of an employee's employment the relevant annual leave loading will be paid.

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

29.5 Annual close-down

29.5.1 Where an employer closes down the establishment or a section or sections of the establishment for the purpose of allowing annual leave to all or the bulk of the employees in the establishment or sections concerned, the employer should, where possible, give

the employees concerned not less than one months' notice of the employer's intention to stand down for the duration of the close-down all employees in the plant or sections concerned.

29.5.2 For those employees who have not qualified for annual leave in accordance with clause 29 Annual Leave, paid leave on a proportionate basis at the appropriate rate of pay and loading prescribed by clauses 29.3 and 29.4 will be granted.

29.5.3 An employee who has then qualified for annual leave in accordance with clauses 29.1 or 29.2 and has also completed a further month or more of continuous service will be allowed leave and will also be paid leave on a proportionate basis for the period worked since the close of the employee's last 12 monthly qualifying period.

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

29.6 Annual leave during peak periods

29.6.1 The parties agree that during peak periods approval for annual leave may be limited but will ensure that a fair and reasonable system will be put in place.

29.6.2 This may include but not be limited to:

29.6.2.1 Training and up-skilling of additional key personnel.

29.6.2.2 Roster Systems.

29.6.2.3 Advance periods of notice being given to the employer to ensure staffing levels are met.

29.7 Cashing out annual leave

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

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

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

30. **PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

30.1 Personal/carer's leave is as provided in Subdivision A and Subdivision B of Division 7 of Part 2-2 of the Fair Work Act 2009 provided that an employee is entitled to accrue an amount of paid personal/carer's leave, for each completed 4 week period of continuous service with the employer, of 1/26 of the number of ordinary hours worked by the employee for the employer during the four week period. An employee whose ordinary hours are worked each week over a twelve month period will accrue ten days personal/carer's leave over that period which shall be paid at the employee's ordinary hourly rate as prescribed by clause 20 of this Agreement.

30.2 Cashing out personal/carer's leave.

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

- 30.2.2 Each agreement to cash out a particular amount of paid personal/carer's leave must be a separate agreement in writing; and
- 30.2.3 The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the personal/carer's leave that the employee has foregone.

31. COMPASSIONATE LEAVE

Compassionate leave is as provided in Subdivision C of Division 7 of Part 2-2 of the Fair Work Act 2009 provided that where a death of an immediate family member occurs, an employee shall be entitled to compassionate leave for up to 5 days, in lieu of the relevant provision prescribed by the Fair Work Act 2009 referred to herein

- 31.1 In Additional to the provisions of Clause 31 .an employee may make written application for two [2] days compassionate leave following the death, or diagnosis of a life threatening illness of a uncle or aunty from employee's immediate family
- 31.2 Employees making application for leave under 31.1 shall be required to provide evidence to support the application. In all cases application for leave under this provision shall require approval from the general manager.

32. LONG SERVICE LEAVE

Long Service Leave shall accrue and be paid for in accordance with the provisions of the Long Service Leave Act (NSW) 1955.

33. PUBLIC HOLIDAYS

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

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

- 33.2 Employees will also be entitled to an additional day each year, known as the Recreational Day, which will be taken at a date mutually agreed between each employee and the employer and will not be cumulative.

- 33.3 Payment for working on a public holiday

- 33.3.1 Day worker

A day worker required to work on a public holiday must be paid at the rate of double time and one half with a minimum payment for four hours at that rate.

- 33.3.2 Shiftworker

Subject to clause 25.6.4, a shiftworker must be paid at the rate of double time and one half for all time worked on a public holiday.

- 33.3.3 Continous shiftworker

Subject to clause 25.6.4 a continuous shiftworker must be paid at the rate of double time for work performed on a rostered shift the major portion of which is performed on a public holiday.

- 33.3.4 In lieu of the provisions of clause 33.3.1, clause 33.3.2 and clause 33.3.3, a day worker, shiftworker and a continous shiftworker must be paid at the rate of triple time for all time worked on Christmas Day, Good Friday and Anzac Day.

- 33.3.5 The rate of pay prescribed by clause 33.3.2, clause 33.3.3 and clause 33.3.4 are in substitution for and not cumulative upon the shift allowances prescribed by clause 25.6.3.

- 33.4 An employee, other than a casual employee, who is directed and does attend for duty on a holiday, at the hours required by the employer, and which is not included in the employee's ordinary

rostered hours for the week shall be paid a minimum of four hours at the appropriate rate of pay for each holiday worked.

- 33.5 An employer, with the agreement of the employee or employees, may substitute another day for any prescribed in this clause.

34. PARENTAL LEAVE AND RELATED ENTITLEMENTS

Parental leave and related entitlements are as provided in Division 5 Part 2-2 of the Fair Work Act 2009.

35. COMMUNITY SERVICE LEAVE

Community service leave is as provided in Division 8 Part 2-2 of the Fair Work Act 2009 and where payment is provided it shall be paid at the employee's ordinary daily rate of pay as prescribed by clause 20.

36. DISASTER LEAVE

An employee, other than a casual, after making reasonable efforts but is still unable to attend for duty during the employee's ordinary hours of work by reason of flood, fire or natural disaster which cuts off access to the workplace shall be paid up to three days ordinary pay for the employee's period of absence.

PART 7 - MISCELLANEOUS PROVISIONS

37. UNIFORMS

- 37.1 The employer shall supply, free of cost, uniforms, head covers and protective footwear **to the value of \$100** to each employee.
- 37.2 Where the duties of an employee require the use of gloves they shall be supplied free of cost by the employer.
- 37.3 Uniforms shall be maintained and laundered at the expense of the employer.
- 37.4 Employees shall be required to change into their uniforms, head covers and protective footwear prior to commencement of their shift.
- 37.5 At the completion of their shift employees shall be required to change out of their uniforms, head covers and protective footwear prior to leaving the employer's premises.

38 Journey Cover

- 38.1 The cover will only cover employees whilst they traveling directly between the boundaries of their place of residence and place of business for the purpose of starting or ending their days of work and provided no cover is granted by Works .Compensation or the Traffic Accident Act or equivalent

39 Family Support Leave Program

- 39.1 This program will provide Five [5] days per year [non – cumulative] paid leave to deal with family domestic violence issues
- 39.2 Employees making application for leave under 39.1 shall be required to provide evidence to support the application. In all cases application for leave under this provision shall require approval from the General Manager

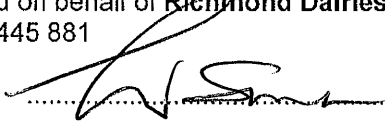
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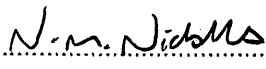
41. SIGNATORIES TO THE AGREEMENT

41.1 The Company

Signed for and on behalf of **Richmond Dairies Pty Ltd**
ABN: 79 106 445 881

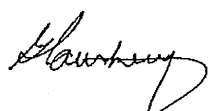
Signed: 
Name: CHRISTOPHER SHAW
Address: 100 DYRAABA STREET CASINO
Position: DIRECTOR
Date: 19/3/2019

Witness


Signed: 
Name: NATHAN NICHOLLS
Address: 100 DYRAABA STREET
Position: PRODUCTION MANAGER
Date: 19/3/2019

41.2 The Union

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

Signed: 
Name: Grant Courtney
Address: 34 Union Street, Newcastle West NSW 2303
Position: Branch Secretary
Date: 15 March 2019

Witness

Signed: 
Name: Susan Badkin
Address: 34 Union St, Newcastle West NSW 2303
Position: Administration Office Manager
Date: 15 March 2019

APPENDIX I:

Table of Contents

1. Application of Consultative Committee Agreements
2. Trade Union Training Leave and Union Recognition
3. Consultative Committee
4. Signatories to the Agreement

1. Application Of Consultative Agreements

1.1 The following Consultative Agreement have been reached between the Company, the Consultative Committee and the Union and apply at the Company's Casino Food Processing Establishment.

1.2 The terms and conditions of these Agreements apply to employees of the Richmond Dairies Pty Ltd – Richmond Dairies Pty Ltd Casino Enterprise Agreement 2019 and are to be read in conjunction with that Agreement. Should there be any inconsistencies between these Consultative Committee Agreements and the Richmond Dairies Pty Ltd - Richmond Dairies Pty Ltd Casino Enterprise Agreement 2019 ['EA'] the provisions of the Consultative Agreement shall prevail to the extent of any inconsistency.

3. Trade Union Training Leave & Union Recognition

3.1 Trade Union Recognition and Training

3.1.1 During the life of the Agreement, the Company will:

3.1.1.1 Continue to recognise duly accredited union delegates at the enterprise upon notification by the Union to which the employee belongs to.

3.1.1.2 Allow union delegates paid time during work hours to attend to any matters affecting the employees they represent.

3.1.1.3 Provide an adequate and private meeting place and access to office facilities including phones, fax and copy machines.

3.1.1.4 Provide a designated notice board for the display of union material.

3.1.2 Union representatives shall be allowed paid time for the purposes of:

3.1.2.1 Attending hearings at Industrial Tribunals

3.1.2.2 Attending meetings to perform elected roles as specified under the Rules of the relevant union (e.g.) State Council, Regional Council or Committee of Management meetings with prior consultation and approval of the Company.

3.2 Trade Union Training Leave

Duly accredited representatives of the union shall upon written application to the employer be granted up to three (3) days per annum, non-cumulative, of accredited paid leave to attend courses conducted by the union. Wherever possible taking of such leave shall be arranged to minimise any adverse effect on the Company.

3.2.1 Applications for leave must be given to the employer at least four weeks in advance or a shorter period by agreement of the date of commencement of the course. The application shall contain the following:

- Name of employee and relevant unions;
- Period of time for which leave is sought;
- Title, general description and structure of course;
- Location

3.2.2 The employer shall advise the union within two weeks of receiving the application whether or not the leave has been approved. Leave shall not be unreasonably withheld. When the employer agrees to the employee attending the training the employee agrees to provide a written report to the employer detailing the content and outcomes from the training.

3.2.3 The employer shall not be liable for incurring any additional expenses associated with the employee's attendance at such training.

3.2.4 For the purpose of this clause, paid leave earnings are defined as the relevant Agreement classification rate including supplementary payments, shift loadings and any other over Agreement payment.

3.2.5 Should the employer request proof of attendance at such courses, employees shall provide such proof within fourteen days.

3.2.6 Should any employee not attend a course due to illness, the employee shall receive payments in accordance with sick leave provisions provided under this Agreement.

3.2.7 For the purpose of this clause, all leave shall be counted as service.

3.2.8 Any dispute as to the operation of this clause shall be dealt with via the Disputes Settlement Procedure.

3.3 Right of Entry

The Company agrees that duly accredited officers of the parties to this Agreement shall have the right to enter the premises for the purpose of legitimate union business, including investigating suspected breaches of this Agreement or the Fair Work Act 2009. Officials shall report to the office on arrival and sign the visitor's book.

Wherever possible notice will be given of visits.

The Company agrees to site Union meetings without loss of pay to employees provided that meetings do not disrupt the general running of the site and length of time for the meetings to be agreed prior to commencement.

3.4 Payroll Deduction

3.4.1 The Company shall continue the practice of providing employees with a payroll deduction option for payment of Union fees.

4. Consultative Committee

4.1 It is acknowledged that a Richmond Dairies Staff Consultation Committee is currently in operation. The Constitution of this Committee is included as an attachment to this Agreement.

Tuesday, 9th April 2019

Fair Work Commission
Level 10, Terrace Tower, 80 William Street,
East Sydney, NSW, 2011

Email: sydney@fwc.gov.au

Dear Sir/Madam,

Re: AG2019/774 - Application by Richmond Dairies Pty Ltd

We hereby provide the following undertakings:-

- 1. Clause 20.2.1. Annualized Salary** – Any agreement to enter into an annualized salary arrangement will be in writing, and will include the calculation of the annualized salary, the hours covered by the annualized salary, and the rate payable under the annualized salary will be no less than the rate of pay specified at Clause 20.1 of the agreement. The employer must ensure that the employee is not worse off than they are under the conditions of the enterprise agreement.
- 2. Clause 22.2.2. Contributions to Superannuation** – Clause 22.2.2 to be removed from the Richmond Dairies Enterprise Agreement.


.....

Nathan Nicholls

For and on behalf of Richmond Dairies Pty Ltd