



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Epona Pty Ltd
(AG2020/3304)

EPONA PTY LTD ENTERPRISE AGREEMENT

Meat Industry

DEPUTY PRESIDENT MANSINI

MELBOURNE, 8 DECEMBER 2020

Application for approval of the Epona Pty Ltd Enterprise Agreement.

[1] Epona Pty Ltd has applied for approval of a single enterprise agreement known as the *Epona Pty Ltd Enterprise Agreement* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] Since the application was made, the Commission raised concerns about whether the Agreement passes the better off overall test. Further information was provided in relation to these concerns.

[3] Written undertakings were given in accordance with s.190 of the Act and are attached at Annexure A (Undertakings). The bargaining representatives did not oppose the Undertakings. 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. Pursuant to s.201(3) of the Act, the Undertakings are taken to be terms of the Agreement.

[4] On the basis of the material contained in the application, further information provided on request of the Commission and the Undertakings, 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.

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

[6] The Agreement was approved on 8 December 2020 and, in accordance with s.54, will operate from 15 December 2020. The nominal expiry date of the Agreement is 8 December 2024.



DEPUTY PRESIDENT

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Annexure A

EPONA PTY LTD

ABN 23 001 044 293

Old North Road, Corner New England & Golden Highways,
Whittingham NSW 2330

Tel: 02 6574 7777 Fax: 02 6574 7208

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2020/3304

Employer:

Epona Pty Ltd (**Employer**)

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the
EPONA PTY LTD ENTERPRISE
AGREEMENT 2020(**Agreement**)

Authorised representative:

Donna Fuller
Operations Manager

Undertaking- Section 190

For and on behalf of the Employer I, Donna Fuller



1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking with respect to the Agreement:
 - a. In respect to the Clause 11 Hours of Work, Sub Clause 11.4 Spread of Hours, the rate of pay for any employee who works outside of the hours of 6.00am to 8.00pm includes sufficient compensation to ensure they are better off overall. See attached BOOT

EPONA PTY LTD

ABN 23 001 044 293

Old North Road, Corner New England & Golden Highways,
Whittingham NSW 2330

Tel: 02 6574 7777 Fax: 02 6574 7208

Date signed:	24/11/2020
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Donna Fuller
Signature:	
Witness name:	Michael Bellamy
Witness signature:	

EPONA PTY LTD

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**IN THE FAIR WORK
COMMISSION***Fair Work Act 2009 (Cth) ("FW Act")***Matter number:**

AG2020/3304

Employer:Epona Pty Ltd (**Employer**)**Application:**Section 185 – Application for approval of a
single enterprise agreement, namely the
EPONA PTY LTD ENTERPRISE
AGREEMENT 2020(**Agreement**)**Authorised representative:**Donna Fuller
Operations Manager**Undertaking- Section 190**

For and on behalf of the Employer I, Donna Fuller

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking with respect to the Agreement:
 - a. The heading in Column 2, Table 1 and Table 2 of Appendix 2 where it states "*38 hour per week including all penalties & Allowances commencing from the first full pay period following approval*" is incorrect.
 - b. With respect to the incorrect wording in the heading in Column 2, Table 1 and Table 2 of Appendix 2 – the heading will be taken to read as follows,



Classification	38 hour per week including penalties & Allowances other than, Any Employee or group of Employees whose ordinary hours finish post-midnight shall be paid an additional \$40.00 for those shifts. Any Employee or group of Employees whose shift commences at or after 2pm and finishes at or before midnight shall be paid an additional \$10 for those shifts. Commencing from the first full pay period following approval.	1.5% 12 months after commencement	1.5% 24 months after commencement	1.5% 36 months after commencement

EPONA PTY LTD

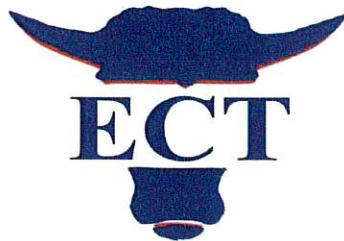
ABN 23 001 044 293

Old North Road, Corner New England & Golden Highways,
Whittingham NSW 2330

Tel: 02 6574 7777 Fax: 02 6574 7208

Date signed:	24/11/2020
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Donna Fuller
Signature:	
Witness name:	Michael Bellamy
Witness signature:	

Note - this Agreement is to be read together with undertakings given by the employer. The undertakings are taken to be terms of the agreement. A copy of the undertakings can be found at the end of the agreement.



EPONA PTY LTD

**Enterprise
Agreement 2020**

Parties bound by this Agreement:

Epona Pty Ltd

ACN 001 044 293

Of: Old North Road, Corner Golden & New England Highways, Singleton NSW 2330

And

All Employees of Epona Pty Ltd employed in the classifications contained in this Agreement

1. Introduction

- 1.1. The Employer's main resource is its valued Employees.
- 1.2. To ensure that the Employer enhances its place in a competitive market it is important to sustain and develop the people who work within the Establishment. A successful business is the result of teamwork; people working together in a spirit of partnership.
- 1.3. The parties to this Agreement record their commitment to customer satisfaction as the most effective way of building a more successful business and recognise that an employment relationship based on trust, goodwill and mutual respect is the best way of achieving this goal.
- 1.4. The parties are committed to achieving international best practices which are relevant to the Establishment as a means of securing export and domestic markets.
- 1.5. The objectives of this Agreement include:
 - 1.5.1. To enhance the productivity of the Establishment and therefore improve the returns to the Employer.
 - 1.5.2. To enhance the conditions of employment and quality of work of the Employees.
 - 1.5.3. To enhance communications between Employees and the Employer in order to achieve the objectives in 1.5.1 and 1.5.2.
- 1.6. It is neither possible nor desirable to set rules regarding everything that can happen in a workplace. However, this Agreement can and should set out the general terms and conditions of employment to provide a foundation for our relationship.
- 1.7. The parties acknowledge that to meet the Employer's objectives requires flexibility and co-operation to ensure that the customers needs are met. Our mutual objective in setting the hours and days that are worked is to provide as much stability as practical and yet be adaptable to the changing needs of our customers, whether these are on a planned basis, temporarily or at short notice. This requires a balance between meeting customer needs, efficiency and respect for an individuals personal and family commitments.

- 1.8. The parties are committed to health and safety and will work together to ensure there are comprehensive injury prevention and health protection programs in place. We recognise that health is an important ingredient in a productive and efficient workplace. The promotion of good health and safety practices is paramount to dealing with illness and accidents.
- 1.9. The plant has been designed and constructed to facilitate an effective production flow using modern methods and techniques for the primary purpose of producing safe and wholesome food.
- 1.10. Workstations have been ergonomically designed to enhance the work environment, Employee's physical ease and minimise the manual effort of tasks. The parties will continue to seek methods that may improve safety, improve the quality of the working environment and in turn the effectiveness of the operations as a whole.
- 1.11. Management will control the speeds of conveyors. The speeds may be varied during the working day to meet production requirements, hygiene requirements and the health, safety and wellbeing of Employees.
- 1.12. Classification and remuneration of Employees will be in accordance with the Classifications contained in this Agreement. The remuneration and classification system encourages Employees to improve their skill and abilities. An Employee to be classified and remunerated in a certain classification level must be capable of performing tasks in that classification level in an efficient, competent and safe manner in accordance with management requirements. To be classified on a higher grade an Employee must undergo a Grade Assessment on his/her skills, ability and knowledge as per Company guidelines.
- 1.13. This Agreement will be read and be interpreted in conjunction with the National Employment Standards (NES). If there is any inconsistency between this Agreement and the NES, the more beneficial provision to an Employee prevails. Where this Agreement includes terms that have the same effect as terms of the NES or Award, or terms that are ancillary or supplementary to the NES or Award, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified.
- 1.14. Epona Pty Ltd currently do not and at no time during the life of the Agreement have any intention to work a 7 day roster. Epona Pty Ltd have no intention to regularly roster to work public holidays or Sundays.
- 1.15. Epona Pty Ltd currently do not and at no time during the life of the Agreement have any intention to employ pieceworkers/daily hire.

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3. Definitions

Agreement means this Enterprise Agreement.

Act means the Fair Work Act 2009 (Cth).

Attendance Scheme means the scheme set out in Appendix 3.

Award means the Meat Industry Award 2020.

FWC means the Fair Work Commission or any successor body.

Company means Epona Pty Ltd.

Consultative Committee means the committee established by the Employer and its Employees to provide a mechanism for discussion of workplace issues at the Establishment.

Employee is a person employed by Epona Pty Ltd.

Employer is the Employer (Epona Pty Ltd).

Establishment means the EC Throsby Pty Ltd Beef Processing Facility located at Old North Road, Cnr Golden & New England Highways, Singleton, New South Wales 2330 at which the Employer employs the Employee.

Public Holiday means the holidays set out in Clause 28.

Industrial Action has the meaning given by section 19 of the Act.

Majority means greater than 50% of members voting in favour.

NES means the National Employment Standards as contained in sections 55 to 131 of the Act.

Ordinary Hourly Rate is the Employee's normal weekly remuneration as set out in Appendix 2 of this Agreement divided by 38.

Safety Committee means a committee formed to carry out the functions set out in section 77 of the Work Health and Safety Act 2011 (Cth).

Week means Monday to Sunday inclusive.

Work, Health and Safety Legislation means Work Health and Safety Act 2011 (Cth) and Work Health and Safety Regulations 2011 (Cth).

4. Term of Enterprise Agreement

- 4.1. This Agreement will come into effect 7 days from approval by the FWC.
- 4.2. This Agreement will expire after 4 years from the date of approval.
- 4.3. The Employees, the Union and the Employer agree that during the term of this Agreement:
 - 4.3.1. They will not engage in or organise Industrial Action under the Act; and
 - 4.3.2. They will not initiate or pursue extra claims, whether related to matters covered by this Agreement or otherwise.

5. NES Preservation Clause

- 5.1. The Employer agrees that the Agreement preserves the NES as a minimum and that the more beneficial entitlements will prevail.
- 5.2. A copy of the NES Fair Work Statement is attached at Appendix 4.

6. Duties

- 6.1. The Employees will be employed on a permanent or casual basis.
- 6.2. The Employees initial duties will be in accordance with their Classification as set out in Appendix 1 to this Agreement.
- 6.3. Upon commencement of employment, all new Employees, **other than casuals** shall be subject to a probationary period of 3 months.
 - 6.3.1. Whilst the Employee's entitlements to paid leave will begin to accrue from the first day of work with the Employer, it is the expectation of the Employer that the Employee will not take leave during the probationary period except with the practice manager's approval.
 - 6.3.2. During the probationary period, the Employee's performance will be monitored regularly, and on-the-job training will be provided to ensure the Employee's transition is successful.
 - 6.3.3. Before the conclusion of the probationary period, the Employer will review the Employee's performance. At that time the Employer will either:
 - 6.3.3.1. Confirm the Employee's appointment and employment will continue on the terms and conditions of this Agreement, other than clauses 6.3.1 and 6.3.2; or
 - 6.3.3.2. Terminate the Employee's employment.
 - 6.3.4. The Employee acknowledges that the Employer is not obliged to provide reasons for any decision to terminate the Employee's employment during the probationary period.

7. Types of employment

7.1. Employees under this Agreement will be employed in one of the following categories:

7.1.1. full-time;

7.1.2. part-time; or

7.1.3. casual; and

7.2. 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, or casual.

7.3. The Employer and an Employee may agree to the transfer of the Employee from one category to another.

8. Full-time Employees

8.1. A full-time Employee is engaged to work an average of 38 ordinary hours per week.

8.2. Upon engagement a full-time Employee will be issued an offer of employment.

9. Part-time Employees

9.1. A part-time Employee:

9.1.1. is engaged to work less than 38 ordinary hours per week; and

9.1.2. has reasonably predictable hours of work of not less than 4 consecutive hours on any day; and

9.1.3. receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who do the same kind of work.

9.2. At the time of engagement, the Employer and the part-time Employee will agree in writing on a regular pattern of work specifying at least:

9.2.1. the hours worked each day;

9.2.2. which days of the week the Employee will work;

9.2.3. the actual starting and finishing times of each day; and

9.2.4. that the minimum daily engagement is 4 hours.

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

9.4. All time worked in excess of the hours as mutually agreed will be overtime.

9.5. A part-time Employee employed under the provisions of clause 9 will be paid for ordinary hours worked at the hourly rate prescribed in Table I, Appendix 2 to this Agreement.

9.6. Upon engagement a part-time Employee will be issued an offer of employment.

10. Casual Employees

10.1. A casual Employee is an Employee who is engaged and paid as a casual Employee.

10.2. A casual Employee will perform such work as the Employer requires during the period of the engagement.

10.3. The minimum period of engagement of a casual Employee will be 4 hours each day or shift, which may be comprised of hours within or outside the span of ordinary hours provided for in this Agreement.

10.4. Employment of a casual Employee will terminate at the end of each day or shift.

10.5. The ordinary hours of work for a casual Employee must not exceed 38 hours in any week.

10.6. Casual Employees will be paid in accordance with clause 16 Payment of Wages.

10.7. Wherever possible, the Employer will notify casual Employees of their starting and finishing times for the period of their engagement at the commencement of their engagement.

10.8. Upon engagement a casual Employee will be issued a casual offer of employment.

10.9. The Employee acknowledges that given the casual employment status, the Employer makes no commitment of regular or ongoing work.

Casual loading

10.10. For each ordinary hour worked, a casual Employee must be paid a rate made up of:

10.10.1. the minimum hourly rate; and

10.10.2. a loading of 25% of the minimum hourly rate, is paid by the Employer explicitly to 'set off' any entitlements the Employee may have to annual leave, compassionate leave and personal/carer's leave as well as other benefits of full-time and part-time employment including notice of termination and redundancy benefits.

for the classification in which they are employed.

- 10.11. A casual Employee who works overtime or on a Saturday does not receive the rate set out in clause 10.10 but instead, will receive additional hours payment as per clause 14.1.

Right to request casual conversion in meat processing establishments

- 10.12. A person engaged by the Employer as a regular casual Employee may request that their employment be converted to full-time or part-time employment.
- 10.13. A regular casual Employee is a casual Employee who has over the preceding 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full-time or part-time Employee under the provisions of the Award.
- 10.14. A regular casual Employee may request to have their casual employment converted to the category of non-casual employment corresponding to the pattern of hours the Employee has worked over the period referred to in clause 10.13.
- 10.15. Any request under clause 10.12 must be in writing and provided to the Employer.
- 10.16. Where a regular casual Employee seeks to convert to full-time or part-time, employment, the Employer may agree to or refuse the request. The request may only be refused on reasonable grounds and after consultation with the Employee.
- 10.17. Reasonable grounds for refusal may include:
- 10.17.1. that it would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full-time or part-time Employee in accordance with the provisions of the Award - that is, the casual Employee is not a true regular casual Employee as defined in clause 10.13;
 - 10.17.2. that it is known, or reasonably foreseeable, that the regular casual Employee's position will cease to exist within the next 12 months;
 - 10.17.3. that it is known, or reasonably foreseeable, that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
 - 10.17.4. that it is known, or reasonably foreseeable, that there will be a significant change in the days and times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.

- 10.18. For any ground of refusal to be reasonable it must be based on facts that are known or reasonably foreseeable.
- 10.19. Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made. If the Employee does not accept the Employer's refusal, this will constitute a dispute that will be dealt with under the dispute resolution procedure in clause 34. Under that procedure, the Employee or the Employer may refer the matter to the FWC if the dispute cannot be resolved at the workplace level.
- 10.20. Where it is agreed that a casual Employee will have their employment converted to full-time or part-time employment as provided for in this clause, the Employer and Employee must discuss and record in writing:
- 10.20.1. the form of employment to which the Employee will convert—that is, full-time or part-time employment; and
- 10.20.2. if it is agreed that the Employee will become a part-time Employee, the matters referred to in clause 10.2 of the Award where that provision is applicable, or otherwise the days the Employee will be required to attend for work and the starting and finishing times for each such day.
- 10.21. The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 10.22. Once a casual Employee has converted to full-time or part-time employment, the Employee may only revert to casual employment with the written agreement of the Employer.
- 10.23. A casual Employee must not be engaged and re-engaged (which includes a refusal to re-engage), or have their hours reduced or varied, in order to avoid any right or obligation under this clause.
- 10.24. Nothing in this clause obliges a regular casual Employee to convert to full-time or part-time employment, nor permits an Employer to require a regular casual Employee to so convert.
- 10.25. Nothing in this clause requires an Employer to increase the hours of a regular casual Employee seeking conversion to full-time or part-time employment.
- 10.26. An Employer must provide a casual Employee whether a regular casual Employee or not, with a copy of clauses 10.12 to 10.27 within the first 12 months of the Employee's first engagement to perform work. In respect of casual Employees already employed as at 1 July 2020, an Employer must provide such Employees with a copy of clauses 10.12 to 10.27 by 1 December 2020.
- 10.27. A casual Employee's right to request to convert is not affected if the Employer fails to comply with the notice requirements in clause 10.26.

11. Hours of Work

- 11.1. The ordinary hours of work shall be an average of 38 hours per week but not exceeding 152 hours in 28 days unless otherwise agreed. It is agreed between the parties that additional hours can be worked each cycle.
- 11.2. The average 38 ordinary hours per week may be worked so that the number of ordinary hours of work shall not exceed 10 hours during any consecutive 24 hours.
- 11.3. The ordinary hours of work are to be worked continuously, except for meal and any rest breaks, at the discretion of the Employer.

Spread of Hours

- 11.4. The spread of ordinary hours (excluding hygiene labourers) commences at 4:30 am Monday to Friday and concludes at 3:00 am on the following day. The spread of ordinary hours for hygiene labourers commences at 10:30 pm Monday to Friday and concludes at 7:30 am on the following day. Any Employee or group of Employees whose ordinary hours finish post-midnight shall be paid an additional \$40.00 for those shifts. Any Employee or group of Employees whose shift commences at or after 2pm and finishes at or before midnight shall be paid an additional \$10 for those shifts. At the end of each week, the Employee will be informed of their ordinary hours of work and the days of the week that they will be rostered to work in the following week.

Rosters

- 11.5. Where an Employee is on a 4 day x 9.5 hours rotating roster, it is agreed the Employees will be paid 9.5 ordinary hours per day and abide by the hours of work as it is published under this Agreement.
- 11.6. Where an Employee is required 5 x 7.6 hours per day, it is agreed the Employees will be paid 7.6 ordinary hours per day.
- 11.7. The Employer shall provide at least 7 days' notice of changes to the rosters. The Employer will provide at least 24 hours' notice to change the start and finish times unless otherwise agreed with the Employee or group of Employees.
- 11.8. Days cannot be changed for the purpose of avoiding the loss of Public Holiday penalties.
- 11.9. The parties agree, and understand, that the nature of the meat industry is such that if work is held up for any reason whatsoever, then in the interests of animal welfare and food safety, the Employee shall, at the request of the Employer, resume work so as to complete the production level as required.
- 11.10. Subject to clause 11.4 and clause 12.1 the Employer may require the Employee to resume work in order that all scheduled production on any day shall be completed, notwithstanding interruptions or stoppage of work.

12. Rest and Meal Breaks

- 12.1. The Employee will be entitled to a minimum of 8 hours off between the completion of one rostered period and commencement of the Employee's next rostered period.
- 12.2. The Employee will be entitled to two 30 minute unpaid rest breaks.
- 12.3. Subject to clause 12.2, if the time for taking meal breaks is to be altered the Employee will be given 24 hours' notice.
- 12.4. Notwithstanding clauses 12.2 and 12.3 above, the Employer may change the time of taking the Employee's meal breaks by 1 hour either side of the normal time, where it is reasonably necessary to do so in order to meet the needs of the Establishment or animal welfare or food safety.
- 12.5. Any Employee who is called upon to work during a meal break will be paid at overtime rates for that period.
- 12.6. Unless otherwise agreed, the Employee shall not be called upon to work for more than 5 hours without a meal break.
- 12.7. Meal and other breaks as prescribed by this clause shall not be counted as part of the ordinary hours of work.
- 12.8. The 10 minute rest break, referred to in the Award, has been compensated for in the Ordinary Hourly Rate of pay.

13. Change of Roster/Allowance

- 13.1. By agreement between an Employer and the Majority of Employees in the Establishment or part of the Establishment concerned, a roster may be introduced subject to:
 - 13.1.1. suitable roster arrangements being made;
 - 13.1.2. proper supervision being provided;
 - 13.1.3. adequate breaks being provided; and
 - 13.1.4. an adequate trial or review process being undertaken
- 13.2. Any Employee or group of Employees whose ordinary hours finish post-midnight shall be paid an additional \$40.00 for those shifts.
- 13.3. Any Employee or group of Employees whose shift commences at or after 2pm and finishes at or before midnight shall be paid an additional \$10 for those shifts.

14. Additional Hours/Overtime

- 14.1. All time worked outside the Employee's ordinary hours shall be paid at the rate of 1/38th of the ordinary weekly remuneration and shall be deemed to be additional hours and shall be paid for at time and one half for the first three hours and double time thereafter.
- 14.2. The Employee may be requested to work a reasonable amount of additional hours, at additional hourly rates, and the Employee will be required to work additional hours in accordance with such request. The reasonableness of the additional hours to be worked shall be subject to the criteria prescribed in section 62(3) of the Act.
- 14.3. Reasonable overtime is what suits the needs of the industry the Employee is employed in. This may vary from time to time due to seasonal conditions.
- 14.4. For more information on the definition and requirements of additional hours (overtime) refer to the NES.
- 14.5. Reasonable additional hours may be planned for some Saturdays during the year. Volunteers will be rostered on to work these additional shifts.
- 14.6. It is the intention of the Employer to operate additional shifts on some Saturdays, this will be no more than 8. On these Saturdays each Employee is required to make themselves available to work their additional 8 shifts.
 - 14.6.1. The Employer will give a minimum of 4 weeks' notice when these additional shifts will be required. This notice period is subject to change due to seasonal conditions, including sourcing of livestock.
 - 14.6.2. Should the seasonal conditions become a factor the Employer will endeavor to give two weeks' notice of any changes to notice given as per clause 14.6.1 above.
 - 14.6.3. Payment for these additional hours will be at additional hour rates set out in 14.1.
 - 14.6.4. The Employer Attendance Scheme policy will also apply in these circumstances.
 - 14.6.5. These Saturday shifts consist of 480 working minutes with the normal allocation of rest breaks as per clause 12.1.

15. Remuneration

- 15.1. The Employee will be remunerated in accordance with their Classification set out in Appendix I and the Remuneration Structure set out in Table I, Appendix 2 to this Agreement.
- 15.2. The Employee's classification on commencement of this Agreement will be

advised to them prior to starting.

- 15.3. Remuneration for juniors classified as grade 1 are set out in Table 2, Appendix 2 to this Agreement. If a junior Employee progresses beyond grade 1 remuneration will be in accordance with Table 1, Appendix 2 to this Agreement.

16.Payment of Wages

- 16.1. Wages shall be paid on Tuesday in each week in the Employer's time and shall include all monies earned up to the finishing time 2 days preceding the day of payment.
- 16.2. Wages shall be paid by electronic funds transfer to a financial institution of the Employee's choice.

17.Allowances

- 17.1. If an Employee is required to work 1 ½ hours or more overtime after the completion of the Employee's specified hours of work the Employee shall be paid meal allowance to the value of \$14.70.
- 17.2. If an Employee has been advised on the working day immediately preceding the overtime, then the Employee shall not be entitled to the meal allowance.
- 17.3. If the Employee is employed in a position requiring the use of knives and any other associated equipment, the Employee shall provide their own knives and other associated equipment at the Employee's own expense on the basis that full and adequate allowance has been made for such knives or associated equipment in the ordinary weekly remuneration, set out in Appendix 2 to this Agreement. This equipment is required to be cleaned in accordance with the Employer's standards.
- 17.4. The Employer requires the Employee to wear work clothes, protective clothing and safety equipment. The Employer shall provide the Employee with such clothing free of cost.
- 17.5. Any clothing or safety equipment the Employer provides to the Employee remains the property of the Employer.
- 17.6. The Employee is responsible for taking reasonable care of any work clothes, protective clothing and safety equipment the Employee receives from the Employer, including the cleaning of protective clothing and safety equipment.
- 17.7. The Employer requires the Employee to return all work clothes, protective clothing and safety equipment to the laundry at the end of the Employee's shift. All work clothes supplied by the Employer will be laundered by the Employer at no cost to the Employee.
- 17.8. Any Employee or group of Employees whose ordinary hours finish post-midnight shall be paid an additional \$40.00 for those shifts.

- 17.9. Any Employee or group of Employees whose shift commences at or after 2pm and finishes at or before midnight shall be paid an additional \$10 for those shifts.

18.Mixed Functions

- 18.1. Any Employee called upon to perform work of any classification, for which a higher rate of pay is provided by this Agreement, shall be paid the higher rate of pay if the Employee has the ability to perform the tasks as per the classification while so employed at that classification, with a minimum of 3 hours at such rate of pay.
- 18.2. Any Employee who is required to perform, on any day or shift, work for which a lower rate than the ordinary classification is prescribed, shall suffer no reduction to the ordinary rate.
- 18.3. Where any Employee is transferred for the greater part of the day under the provisions of this clause, the Employee shall be entitled to the conditions normally associated with the particular position to which the Employee was transferred, assuming the Employee is performing the tasks adequately as per the classification
- 18.4. An Employer may direct an Employee to carry out any duties that are within the limits of an Employee's skill, competence and training and the Employee will perform such duties.

19.Individual Flexibility Agreement

- 19.1. The Employer and an individual Employee or group of Employees covered by this Agreement may agree to make an individual flexibility agreement to vary the effect of terms of the agreement if:
- 19.1.1. The arrangement deals with one or more of the following matters:
- 19.1.1.1. Arrangements about when work is performed;
 - 19.1.1.2. Overtime rates;
 - 19.1.1.3. Penalty rates;
 - 19.1.1.4. Allowances;
 - 19.1.1.5. Shift allowances;
 - 19.1.1.6. Leave loading; and
- 19.1.2. The arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in 19.1.1; and
- 19.1.3. The arrangement is genuinely agreed to by the Employer and Employee without coercion or duress.
- 19.2. The Employer must ensure that the terms of the individual flexibility

arrangement:

19.2.1. are about permitted matters under section 172 of the Act; and

19.2.2. are not unlawful terms under section 194 of the Act; 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 the 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 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 his or her 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 his or her employment as a result of the arrangement and the Employer must keep a copy of the arrangement as a time and wages record.

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.

19.6. Except as provided in clause 19.3.3 the agreement must not require the approval or consent of a person other than the Employer and the individual Employee or group of Employees.

- 19.7. The Employer seeking to enter into an agreement must provide a written proposal to the Employee or group of Employees. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal. The proposal must be signed by the Employee and the translator.

20. Superannuation

Employer Contributions

- 20.1. The Employer shall make superannuation contributions on the Employee's behalf in accordance with the requirements of *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time and the *Superannuation Guarantee Charge Act 1992 (Cth)* as amended from time to time.

Employee Contributions

- 20.2. Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise the Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in this clause.
- 20.3. An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to the Employer.
- 20.4. The Employer must pay the amount authorised under clauses 20.2 or 20.3 no later than 28 days after the end of the month in which the deduction authorised under clauses 20.2 or 20.3 was made.

Superannuation Fund

- 20.5. Upon commencement of employment an Employee can nominate a fund of their choice. All details for that fund shall be provided by the Employee before their first pay period.
- 20.6. Should the Employee not provide details the Employer will send the superannuation to:
1. Australian Meat Industry Superannuation Trust ("AMIST").

21. Annual Leave

Refer to the NES.

- 21.1. All Employees, other than casuals, shall be entitled to 4 weeks paid annual leave per year which will accrue on normal hours worked.
- 21.2. Annual leave shall be exclusive of the Public Holidays prescribed in clause 28, and any Public Holidays that fall during a period of annual leave shall be added to the annual leave and paid as an ordinary working day.

- 21.3. **Broken leave:** annual leave shall be given and taken as agreed between the Employer and the Employee.
- 21.4. **Payment of Leave:**
- 21.4.1. An Employee under this Agreement, before going on annual leave, will be paid:
- 21.4.1.1. Their ordinary time earnings that they would have earned had they not been on leave; and
- 21.4.1.2. Any annual leave loading as provided for in clause 21.7.
- 21.4.2. For the purpose of ascertaining ordinary time earnings in clause 21.4.1.1 the following are not included:
- 21.4.2.1. incentive-based payments;
- 21.4.2.2. bonuses;
- 21.4.2.3. loadings;
- 21.4.2.4. allowances;
- 21.4.2.5. overtime;
- 21.4.2.6. 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); and
- 21.4.2.7. any other separately identifiable amounts.
- 21.5. **Notice of Leave to be given:** At least 4 weeks' notice shall be given to the Employee to commence leave, unless the parties agree to a lesser period.
- 21.6. **Annual close-down:** Where an Employer closes down a plant or a section of a plant, the Employer will, where possible, give the Employee not less than 8 weeks' notice of their intention to stand down for the duration of the close-down.
- 21.7. **Annual leave loading:** An Employee will receive a loading of 17.5% calculated on the rate of wage prescribed by Table 1 and 2 in Appendix 2.
- 21.8. **Cashing Out annual leave:** The Employer and Employee may agree to the Employee cashing out a particular amount of the Employee's accrued annual leave, provided that:
- 21.8.1. The agreement does not result in the Employee's remaining accrued entitlement to be paid annual leave being less than four weeks; and
- 21.8.2. Each agreement to cash out an amount of annual leave must be a separate agreement in writing.
- 21.9. **Excess Leave:** Where an Employee has more than 8 weeks accrual of annual leave and agreement cannot be reached through discussion with the Employee, the Employer may direct the Employee to take annual leave in order to reduce the accrual to 6 weeks leave.

22. Personal/Carer's Leave

Refer to the NES.

- 22.1. All Employees **other than casuals**, will be entitled to personal/carers' leave in accordance with Part 2-2 - The National Employment Standards, Division 7 – Personal/Carer's Leave and Compassionate Leave of the Act.
- 22.2. Personal/carers' leave will accumulate from year to year. For this purpose, a year shall commence from the individual Employee's anniversary of his/her commencing employment or for those Employees employed by the Company prior to the signing of this Agreement at the commencement of this Agreement.
- 22.3. An Employee shall be required to produce a medical certificate as evidence that he/she was unable on account of such illness or injury to attend for duty where the Employee is absent for more than 24 consecutive hours. This also applies in relation to a period of carer's leave.
- 22.4. The Employee shall prove to the satisfaction of the Employer that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which personal leave is claimed. Where the Employee has more than four single separate personal leave days in any 12-month period, satisfactory proof of illness or injury shall be by way of a medical certificate or statutory declaration.
- 22.5. The Employee is required to notify store/first aid department at least 30 minutes prior to the commencement of the Employee's shift for the day, although if this isn't possible as soon as practicable (which may be after the leave has started) and to specify the reason for absence and the expected date of return, as per the requirements as documented in the "Australian Standards for the Hygienic Production and Transportation for Meat and Meat Products for Human Consumption, Health Obligations AS4696-2007". Failure to notify within this time without sufficient reason will result in disciplinary action, including loss of payment for that day.
- 22.6. The Employee will, where practical, be required to notify the Employer of the Employee's intention to resume work after the absence, not later than 30 minutes prior to the ceasing time of work on the working day before the day the Employee intends to return to work. If on the expiration of this or any subsequent notified duration of absence the Employee is unable to attend for duty, the Employee shall notify their manager/supervisor as soon as possible and as far as practical, state how long the Employee will be absent.
- 22.7. Where the Employee is sick or injured on the weekday that the Employee is not rostered to work, there will be no entitlement to sick pay nor will sick pay entitlement be reduced as a result of such sickness or injury that day.
- 22.8. Where the Employee requires carer's leave, but has exhausted their entitlement, either because of the 10-day cap or because the Employee has no accrued paid personal leave left, the Employee may take up to 2 days' unpaid leave on each occasion. Unpaid carer's leave is subject to the same documentary rules as

paid carer's leave.

- 22.9. If the Employee fails to abide by the requirements of this clause regarding absences from work, they may be subject to disciplinary action under the Employer's disciplinary policy as it is in force from time to time.
- 22.10. The Employer may pay out unused, excess personal/carer's leave at the end of each calendar year, in accordance with the NES, provided that the Employee has at least 15 days accrual remaining after the payout.
- 22.11. A leave period of 1 day taken the day immediately prior to or following a Public Holiday will be required to be verified by a medical certificate as evidence.
- 22.12. The Employee shall give notice to the Employer of the intention to take personal/carer's leave. Company documentation will be required to be completed with sufficient information to satisfy the Employer of the reasons carer's leave is required.

23.Unpaid Family and Domestic Violence Leave

- 23.1. Unpaid family and domestic violence leave is provided for in the NES.
- 23.2. NOTE 1: 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.
- 23.3. NOTE 2: Depending upon the circumstances, evidence that would satisfy a reasonable person of the Employee's need to take family and domestic violence leave may include a document issued by the police service, a court or family violence support service, or a statutory declaration.

24.Compassionate Leave

- 24.1. An Employee, other than a casual Employee, shall be entitled to Compassionate Leave as per Part 2.2 The National Employment Standards, Division 7—Personal Leave and Compassionate Leave, Sub Division C - Compassionate Leave of the Act.
- 24.2. The Employee is required to supply to the Employer any evidence that the Employer reasonably requires.

25.Community Service Leave

Refer to the provision in Part 2.2 of the Act – The National Employment Standards, Division 8 – Community Service Leave.

26.Parental Leave

Refer to the provision as listed in Part 2.2 of the Act - The National Employment Standards, Division 5 —Parental Leave and Related Entitlements as well as the Employer's parental leave policy.

27. Long Service Leave

- 27.1. All Employees, other than casuals, shall be entitled to Long Service Leave.
- 27.2. **Service entitling to leave:** For the purposes of this clause the service of an Employee with an Employer means the period during which the Employee has been employed by the Employer under an unbroken contract of employment; provided that a contract of employment shall be deemed not to have been broken by reason only of an interruption or determination thereof if the interruption or determination:
- 27.2.1. Has been made by the Employer with the intention of avoiding any obligation imposed on the Employer by this Agreement or by State law dealing with Long Service Leave; or
 - 27.2.2. Has arisen directly or indirectly from a dispute concerning industrial matters, if the Employee returns to duty with the Employer in accordance with the terms of settlement of the said dispute; or
 - 27.2.3. Has been made redundant by the Employer by reason of slackness of trade (including unavailability of stock for slaughter) if the Employee is re-employed by the same Employer within six months of such interruption or determination; or
 - 27.2.4. Has been made redundant by the Employer for any reason other than those referred to in sub-clauses 27.2.1, 27.2.2 and 27.2.3 hereof, if the Employee is re-employed by the same Employer within two months of such interruption or determination. Provided further that the period during which the employment has been so interrupted or determined shall not, except when due to the reasons referred to in paragraph 27.2.1 hereof, be taken into account in calculating the period of service.
- 27.3. Where an Employee has entered or enters into a contract of employment with the Employer within a period of twelve months after the completion of a traineeship that traineeship shall be taken into account for the purpose of calculating the period of service with the Employer under the contract of employment.
- 27.4. Any period of service as a member of the naval, military or air forces (other than as a member of the permanent forces) of the Commonwealth of Australia shall be deemed to be service with the Employer by whom the Employee concerned was last employed before the Employee commenced to serve as such member.
- 27.5. **Transmission of Business:**
- 27.5.1. Where a business is, whether before or after the date of operation of this Agreement, transmitted from an employer (in this sub-clause called "the Transmitter") to another employer (in this sub-clause called "the Transmittee") and an employee who at the time of such transmission was an employee of the Transmitter in that business becomes an employee of the Transmittee, the continuity of the service of the Employee shall be deemed not to have been broken by reason of such transmission.

27.5.2. The period of service which the Employee has had with the Transmitter or any prior Transmitter shall be deemed to be service of the Employee with the Transmitttee.

27.5.3. In the clause 27.5.1. "business" includes trade process business or occupation and includes part of such business, and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation law, and "transmitted" has a corresponding meaning.

27.6. **Amount of Long Service Leave:** The Long Service Leave to which an Employee is entitled shall be as follows.

27.6.1. In the case of an Employee who has completed at least fifteen years of continuous service with the Employer:

27.6.1.1. in respect of fifteen years' service so completed; thirteen weeks;

27.6.1.2. in respect of each ten years' service with the Employer completed since the Employee last became entitled to Long Service Leave, eight and two thirds weeks; and

27.6.1.3. on the termination of the Employee's employment or the death of the Employee, in respect of the number of years' service with the last Employer completed since the Employee last became entitled to an amount of Long Service Leave, a proportionate amount on the basis of thirteen weeks for fifteen years' service;

27.6.2. In the case of an Employee who has completed at least 10 years continuous service but less than fifteen years continuous service with the Employer and whose employment is terminated:

27.6.2.1. by the Employer for any cause other than serious and willful misconduct; or

27.6.2.2. by the Employee for any reason; or

27.6.2.3. by death of the Employee;

a proportionate amount on the basis of thirteen weeks for fifteen years' service.

27.6.3. Such leave shall be granted and taken and, except as permitted by this Agreement, payment in lieu thereof shall not be made or accepted.

27.7. **Payment for Long Service Leave:** As there is no daily hire/pieceworkers the rate of payment to which an Employee on leave shall be entitled shall be the actual rate of pay to which the Employee would be entitled if the Employee was performing

their ordinary hours of work during the period of such leave, provided however that:

27.7.1. The rate of pay calculated under this clause shall be calculated on the Ordinary Hourly Rate and will not include overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling the allowances, protective clothing allowance or any other extraneous payments of a like nature; and

27.7.2. In no case shall the actual rate of pay be less than the minimum time worked rated prescribed in this Agreement for the classification in which the Employee is employed.

27.8. Taking Long Service Leave - Time of Taking Leave

27.8.1. When an Employee becomes entitled pursuant to this clause to Long Service Leave such leave shall be granted by the Employer as soon as practical, having regard to the needs of the Establishment, or subject to paragraph 27.8.4 hereof at such time or times as may be agreed between the Employer and the Employee.

27.8.2. Subject to the provisions of paragraph 27.6.2 an Employer shall not be required to grant an Employee leave to which the Employee has become entitled pursuant to this clause until the amount of leave to which the Employee has become entitled equals thirteen weeks in respect of the Employees first period of entitlement and eight and two thirds weeks in respect of any subsequent period or entitlement.

27.8.3. **Notice to Take Long Service Leave:** Except where an Employee agrees otherwise the Employer shall give an Employee at least twenty-eight days' notice of the date from which the leave is to be taken.

27.8.4. **Broken Long Service Leave:** Leave shall be granted and taken in one continuous period; or if the Employer and the Employee so agree, in not more than three separate periods in respect of the first thirteen weeks entitlement, and not more than two separate period in respect of any subsequent period of entitlement.

27.8.5. **Public Holidays and Annual Leave:** Long Service Leave is exclusive of annual leave but is inclusive of all other Public Holidays occurring during the taking of any period of Long Service Leave.

27.9. Payment on Termination for Long Service Leave not taken:

27.9.1. Where the employment of an Employee is terminated otherwise than by the Employee's death and any Long Service Leave:

27.9.1.1. to which the Employee was entitled has not been taken; or

27.9.1.2. accrues to the Employee upon such termination; then

The Employer shall forthwith pay to the Employee in full the amount in

respect of such leave calculated as at the date of termination in the manner set out in clause 27.7 less any amount already paid to the Employee in respect of that leave.

27.9.2. Where the Employee dies and any Long Service Leave:

27.9.2.1. to which the Employee was entitled has not been taken; or

27.9.2.2. accrues upon termination of the employment by reason of the Employee's death;

The Employer shall upon request by the Employee's personal representative pay to the Employee's personal representative in full the amount in respect of such leave calculated as at the date of the death of the Employee in the manner set out in clause 27.7 less any amount already paid to the Employee in respect of that leave.

27.10. Granting Long Service Leave in Advance

27.10.1. An Employer may by agreement with an Employee allow Long Service Leave to such Employee before the right thereto has accrued, but where leave is so taken the Employee shall not become entitled to any further leave under this Agreement or payment in lieu thereof for the period in respect of which such leave was taken before it accrued.

27.10.2. Where leave has been granted to an Employee pursuant to the preceding sub-clause before the right thereto has accrued and the employment is subsequently terminated the Employer may deduct from whatever remuneration is payable upon the termination of employment such amount as represents payment for any period from which the Employee has been granted leave to which the Employee was not entitled at the date of termination of the Employee's employment.

27.11. In the event a National Long Service Leave Standard is legislated, and the provisions are more advantageous for Employees compared to the current clause, then those standards will take precedence.

28. Public Holidays

28.1. All Employees **other than casuals**, shall be entitled to the holidays hereinafter mentioned or on any day observed in lieu thereof without deduction of pay:

28.1.1. New Year's Day

28.1.2. Australia Day

28.1.3. Good Friday

28.1.4. Easter Monday

28.1.5. Anzac Day

28.1.6. Queen's Birthday

28.1.7. Labour Day

28.1.8. Christmas Day

28.1.9. Boxing Day

(“Public Holidays”)

- 28.2. Payment of that Public Holiday will only be made if the Public Holiday is proclaimed and/or gazetted on a day that is an ordinary working day or rostered day for that Employee.
- 28.3. An Employee required to work on any of the Public Holidays prescribed in 28.1 shall, unless the Public Holiday is substituted for another day, be paid at the rate prescribed by the Award, calculated based on the Employee’s Ordinary Hourly Rate.
- 28.4. An Employee who agrees to work on any of the prescribed Public Holidays and who fails to attend for such duty shall have discussions as per clause 34, Dispute Resolution. Should the absence be due to illness or accident or other reasons construed and applied by the provisions of clause 22 Personal/Carer’s Leave of the Agreement shall receive payment under that clause 22 Personal/Carer’s Leave.
- 28.5. An Employee who is requested to work any other Public Holidays listed in 28.1, or any substituted day, may refuse to work such day or days providing they have reasonable grounds for such refusal. Refer to Division 10 Section 114 the Act and the NES.
- 28.6. The Employee and the Employer may agree to substitute another day in lieu of any of the Public Holidays nominated in 28.1 should the Employee be rostered to work on any of those days.
- 28.7. Subject to the Employer’s direction, Employees may be required to work two Public Holidays as agreed upon, being Queens Birthday and Labor Day each year. Payment of these days will be in accordance with clause 28.3 above.
- 28.8. The Employer will endeavor to provide 2 months’ notice to Employees to work the Public Holidays listed in 28.7. This may change due to seasonal conditions, including sourcing of reasonable livestock.
- 28.8.1. On occasions, due to seasonal conditions the Employer may only be able to provide 2 weeks’ notice
- 28.9. A leave period of 1 day immediately before or after a Public Holiday is required to be verified by medical evidence.

29. Health and Safety

The Employer's Obligations

- 29.1. The Employer recognises its obligations under applicable Work, Health and Safety Legislation.
- 29.2. In the event of any alleged serious safety or unsafe working condition additional to normal and accepted work practices at the plant, the management shall immediately investigate any such allegation in consultation with the Chairperson of the Safety Committee to confer on any alleged **safety issues**.

The Employee's Obligations

29.3. The Employee will:

- 29.3.1. take care for the Employee's own safety and wellbeing and that of others who may be affected by the Employee's conduct;
- 29.3.2. be required to wear all safety equipment provided;
- 29.3.3. co-operate with the Employer on health and safety matters;
- 29.3.4. follow the emergency procedures applicable to the area in which the Employee is working;
- 29.3.5. report any accidents, hazards or unsafe actions and conditions arising in the workplace to the occupational health and safety officer; and
- 29.3.6. be required to abide by the Employer's 'Non-Smoking' policy.

Drugs and Medication

29.4. The Employee must advise their manager or supervisor of any drugs or medication the Employee is taking, to ensure notice is given to the emergency services if required.

Drug and Alcohol Tests

29.5. The Employer may require the Employee to undergo drug and alcohol tests. These tests will be conducted in accordance with the Employer's drug and alcohol policy as it is in force from time to time.

29.6. The tests will be conducted by a trained professional and will satisfy all criteria necessary to ensure safe and accurate testing.

29.7. The situations in which testing may occur are:

29.7.1. Where the Employee has been involved in a specific incident in which the Employer has reason to believe the Employee's actions were a contributing factor to the incident, occurring and where there is no other reasonable explanation for the incident; or

29.7.2. Where the Employer has reasonable suspicion that the Employee have been or are about to work under the influence of alcohol or drugs; or

29.7.3. The Employer may perform random testing at any time as per the policy.

30. Stand Down of Employee/Shortage of Suitable Livestock

30.1. The Employer has the right to stand down and deduct payment for any day or part of a day on which an Employee cannot be usefully employed, because of any strike other than in the plant or meat industry, or through a breakdown of machinery or any stoppage of work in the meat industry, by any cause (including the availability

of suitable livestock) for which the Employer cannot reasonably be held responsible.

- 30.2. Notwithstanding clause 30.1, annual leave entitlements may be used in these circumstances.

31. Introduction to Change

- 31.1. **Resulting terminations:** Notwithstanding the provisions of clause 34 of this Agreement where the Employer intends to introduce changes to machinery, procedures or other relevant matters likely to affect the employment of Employees, such Employees whose employment may be terminated as a result of such changes shall be entitled to notice of termination in accordance with clause 32 of this Agreement.

- 31.2. **Termination of employment:** In order to terminate the employment of an Employee, the Employer shall give to the Employee notice in accordance with clause 32 of this Agreement.

Consultation regarding major workplace change

- 31.3. Terms 31.4 and 31.5 apply if the Employer:

31.3.1. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to the Establishment that are likely to have significant effects on the Employees; or

31.3.2. proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

- 31.4. Major change:

31.4.1. For a major change referred to in clause 31.3.1:

31.4.1.1. the Employer must notify the relevant Employees of the decision to introduce the major change; and

31.4.1.2. clauses 31.4.2 to 31.4.8 apply.

31.4.2. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

31.4.3. If:

31.4.3.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

31.4.3.2. the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognize the representative.

31.4.4. As soon as practicable after making its decision, the Employer must:

31.4.4.1. discuss with the relevant Employees the introduction of the change, the effect the change is likely to have on the Employees and measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

31.4.4.2. for the purposes of the discussion provide, in writing, to the relevant Employees all relevant information about the change including the nature of the change proposed, information about the expected effects of the change on Employees and any other matters likely to affect the Employees.

31.4.5. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

31.4.6. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

31.4.7. If a clause in this Agreement provides for major change to production, program, organisation, structure or technology in relation to the Establishment, the requirements set out in clause 31.4.1.1, clause 31.4.2. and clause 31.4.4. are taken not to apply.

31.4.8. In this clause, a major change is likely to have a significant effect on Employees if it results in:

31.4.8.1. the termination of the employment of the Employees; or

31.4.8.2. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or

31.4.8.3. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

31.4.8.4. the alteration of hours of work; or

31.4.8.5. the need to retrain Employees; or

31.4.8.6. the need to relocate Employees to another workplace; or

31.4.8.7. the restructuring of jobs.

31.5. Change to regular roster or ordinary hours of work:

31.5.1. For a change referred to in clause 31.3.2:

31.5.1.1. the Employer must notify the relevant Employees of the proposed change; and

31.5.1.2. clauses 31.5.2 to 31.5.6 apply.

31.5.2. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

31.5.3. If:

31.5.3.1. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

31.5.3.2. the Employee or Employees advise the Employer of the identity of the representative

the Employer must recognize the representative.

31.5.4. As soon as practicable after proposing to introduce the change, the Employer must:

31.5.4.1. discuss with the relevant Employees the introduction of the change; and

31.5.4.2. for the purposes of discussion provide to the relevant Employees all relevant information about what the Employer reasonably believes will be the effects of the change on the Employees and information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

31.5.4.3. 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).

31.5.5. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

31.5.6. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

31.6. In this clause 31 "relevant Employees" means the Employees who may be affected by a change referred to in clause 31.3.

32. Ending Employment

Resignation by the Employee

32.1. For all Employees, except for casuals:

32.1.1. The notice of termination required to be given by an Employee shall be the same as that required by the Employer in clause 32.4 of this Agreement except that 32.5 will not apply.

32.1.2. If both parties agree the required notice may be negotiated.

32.1.3. If an Employee fails to give the appropriate period of notice the Employer shall have the right to withhold any monies due to the Employee to a maximum amount equal to the ordinary rate of pay for the period of notice not given.

32.2. If an Employee provides the Employer with notice of their resignation under clause 32.1 the Employer may elect to terminate the Employee's employment immediately by making a payment to the Employee that is equivalent to the required notice period calculated at the Employee's Ordinary Hourly Rate.

32.3. Termination will be paid into the Employees nominated bank account the next pay period following the end of the notice period/termination date.

Termination by the Employer

32.4. **Other than for casual** Employees, the Employer must give the Employee notice of termination in accordance with the NES as amended and as set out in the table below or, if notice is not given, pay the Employee an equivalent amount of their remuneration in lieu of such notice.

Employee's period of continuous service with the Employer	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but no more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

32.5. If the Employee is:

32.5.1. Over 45 years old; and

32.5.2. Has completed at least two years of continuous service with the Employer, the Employee will be given a further 1 week's notice of termination in accordance with the NES.

32.6. This clause shall not affect the right of the Employer to stand down without pay for any day or portion of a day during which an Employee is stood down by the Employer as a result of serious misconduct.

32.7. This clause shall not affect the right of the Employer to dismiss an Employee without notice for serious misconduct, and in such cases the wages shall be payable up to the time of dismissal only.

32.8. Where an Employee is to be transferred to a lower paid position for any reason, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. 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.

Redundancy

- 32.9. In the event that an Employee's position is made redundant by the Employer, the Employee will be notified of the redundancy and provided with a redundancy payment on the expiration of that notice period or upon payment in lieu of notice in accordance with the NES as amended and as set out in the table below:

Period of continuous service	Severance Pay
Not more than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 year and less than 3 years	6 weeks' pay
3 year and less than 4 years	7 weeks' pay
4 year and less than 5 years	8 weeks' pay
5 year and less than 6 years	10 weeks' pay
6 year and less than 7 years	11 weeks' pay
7 year and less than 8 years	13 weeks' pay
8 year and less than 9 years	14 weeks' pay
9 year and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 32.10. **Weeks' pay** means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:

- 32.10.1. overtime
- 32.10.2. penalty rates
- 32.10.3. disabilities allowances
- 32.10.4. allowances
- 32.10.5. special rates
- 32.10.6. fares and travelling time allowances
- 32.10.7. bonuses; and
- 32.10.8. any other ancillary payments of a like nature.

Provided that the redundancy payments shall not exceed the amount which the Employee would have earned if employment with the Employer had proceeded to the Employee's normal retirement date.

- 32.11. **Employee leaving during notice period:** An Employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 32.4. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice but will not be entitled to payment in lieu of notice.

32.12. **Alternative employment:** the Employer, in a particular redundancy case, may make application to the Fair Work Commission to have the general redundancy pay prescription varied if the Employer obtains acceptable alternative employment for an Employee. This provision does not apply in circumstances involving transmission of business.

32.13. **Transfer of business:** The provisions of this clause are not applicable where a business is transmitted from an employer (in this sub-clause called the *transmittor*) to another employer (in this sub-clause called the *transmittee*), in any of the following circumstances.

32.13.1. Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmitter and any prior transmittor to be continuous service of the Employee with the transmittee; or

32.13.2. Where the Employee rejects an offer of employment with the transmittee:

32.13.2.1. In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter; and

32.13.2.2. Which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

32.14. **Employees exempted.** This clause does not apply to:

32.14.1. Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;

32.14.2. Probationary Employees; or

32.14.3. Casual Employees.

33.Discrimination

The parties to this Agreement agree to abide by the provisions as stated in Division 5 Other Protections, under Part 3.1 General Protections, of Chapter 3 Rights and Responsibilities of Employees, Employers, Organisers etc of the Act.

34.Dispute Resolution

34.1. This dispute resolution procedure is implemented to address any disputes or disagreements in relation to:

34.1.1. matters arising under this Agreement; or

34.1.2. the NES; or

34.1.3. the Employee's working relationship with the Employer.

34.2. Process to be followed

- STEP 1 Any question, dispute or difficulty (hereafter called the "dispute"), shall be brought to the immediate attention of the supervisor on duty in the relevant section of the Establishment in an effort to settle the matter. The Employee may be represented by a person of their choice
- STEP2 If the dispute remains unresolved after such preliminary discussion, the matter shall be referred to the production manager in charge at the earliest occasion.
- STEP3 If the dispute is not resolved after following Steps 1 and 2, the matter will be referred at least orally, but where practicable in writing, to the general manager and will discuss resolving the dispute with the representative of the Employee's choice.
- At this stage, if the matter remains unresolved, attempts shall be made to agree on interim measures which can be used to mitigate the effects of the dispute until such time as Steps 4 and/or 5 can be followed.
- STEP 4 If there is no resolution of the dispute, either party can refer the matter to Fair Work Commission in accordance with the provisions of Section 739 of the Act for mediation and/or conciliation or by arbitration.
- STEP 5 At all times, the Employee has the right to directly approach the Consultative Committee members or their nominated representative or the general manager of the Establishment to address their problem.
- STEP 6 It is a condition of this procedure that no unauthorised stoppages of work, bans or limitations shall occur.
- STEP 7 The Employee and the plant management agree to abide by the terms and conditions of this Agreement, and all time lost for Employee meetings called by Employees shall be made up.
- STEP 8 No stoppage of work, bans or limitations will take place while any matter is referred to Fair Work Australia.

If an Employee or group of Employees do not follow the steps in the dispute procedure and take Industrial Action by imposing work bans or strike action of any kind they will forfeit the right to accrue entitlements for the period they are involved in the work bans or strike/Industrial Action.

35.Attendance Scheme

- 35.1. Employees will participate in the Employer's Attendance Scheme; The Policy for the Attendance Scheme is available to all Employees to access during office hours. The Attendance Scheme enables each Employee to be entitled to:

35.1.1. Up to 3 years \$1300 per year.

35.1.2. 3 to 6 years	\$1600 per year.
35.1.3. 6 to 10 years	\$2100 per year.
35.1.4. 10 - 13 years	\$2600 per year.
35.1.5. 13- 15 years	\$2700 per year.
35.1.6. 15 years and over	\$2800 per year.

36. Company Policies

- 36.1. The parties covered by this Agreement agree to observe and abide by the current Company policies.
- 36.2. The Employer may also wish to include additional policies and or amend existing policies following consultation and agreement with the Consultative Committee as mentioned in clause 39 and Employees.

37. Training

- 37.1. The Employer currently operates a training department at the Establishment.
- 37.2. The Employer's training program is in accordance with the Industry Skills Councils, Australian Meat Industry Training Package. These packages have been developed in accordance with the Australian Qualifications Framework ("AQF").
- 37.3. The Employer's main aim for its training program is to provide staff with the knowledge and expertise in the following areas:
- 37.3.1. hygiene and sanitation;
 - 37.3.2. Work Health and Safety;
 - 37.3.3. food safety; and
 - 37.3.4. quality assurance.

38. Suspension of Employment

In lieu of terminating an Employee the Employer may:

- 38.1. Suspend the Employee for a period not exceeding 10 (ten) working days in which case the wages shall be paid up to the time of suspension; or
- 38.2. 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.

39. Consultative Committee

- 39.1. The parties covered by this Agreement acknowledge the need for on-going communication to ensure that Employees receive sufficient information about the plant. It also is to ensure clear communication from Employees to management in an effective manner.
- 39.2. The Consultative Committee meet on a monthly basis and discuss operational, Work Health and Safety Legislation and any other issue as brought up by the Consultative Committee. The main objective is to improve the overall production performance of all Employees. With this comes greater job security by the enhancement and development of Employee skills whilst offering new and advanced career opportunities at the same time as ensuring and improving the overall comfort, wellbeing and contentment of the Employees.
- 39.3. The Consultative Committee will be comprised of management and Employees. The Employee representatives are drawn from and democratically elected by the Employees of this Agreement.
Management – Up to 4 members drawn from management.
Employee Representatives - Up to 8 Employee members.
- 39.4. Consultative Committee Employee representatives are offered as a support person to all Employees at any time they feel they may need support.

40.Job Share

- 40.1. The Employer may provide job share under special circumstances upon application and is at the sole discretion of the Employer.
- 40.2. Job sharing is an arrangement between a number of Employees to ensure the duties and responsibilities of a full position are carried out.
- 40.3. The job share Employee rate classification will be agreed upon between the Employee and the Employer and entitlements will be paid accordingly.

41.No Further Claim

- 41.1. It is a condition of this Agreement that no party and no Employee to this Agreement pursue any increase or claims in wage rates or conditions during the life of this Agreement. However, all parties reserve the right to reopen negotiations in the event of legislative changes which affect this Agreement.
- 41.2. The Employer or Employees reserve the right to change, update and/or introduce new policies as set out in clause 36 of this Agreement.

Appendix 1 - Classifications

All Employees shall be advised on commencement of their employment what grade they have been appointed, and where relevant the requirements for promotion to a higher grade.

The Employer may direct an Employee to carry out duties within the limits of an Employee's skill, competence and training and the Employee will follow such direction.

Where an Employee has been assessed as competent and promoted to a higher grade, the promoted Employee shall be required to perform continually and consistently at the higher level. Failure to do so may lead to re assessment which may result in the promoted Employee being re classified to the lower grade.

Grade 1

- Entry Level – General labourer/packer/hygiene labourer.

Grade 2

An Employee at this level has been trained and is proficient at a range of duties including work involving the use of knives or operating machinery and works with minimal supervision, exercising limited discretion. Grade 2 is in accordance with the tasks listed below but not limited to these tasks.

- Full understanding of the personal health and hygiene requirements
- Knowledge of several labouring/packing jobs in one or more departments
- Have the ability to assist in the training of a Grade 1
- Competent at product identification in boning room, offal and tripe

Indicative tasks which an Employee at this level may perform include:

- *cattle washer*
- *packer (competent in all aspects),*
- *trimmer/knife hand*
- *offal/tripe-person*
- *slaughter floor labourer*
- *trainee rendering plant operation (1st stage)*
- *hygiene labourer*

Grade 2a

An Employee at this level has been trained and is proficient at a range of duties including work involving the use of knives or operating machinery works with minimal supervision, exercising limited discretion. Grade 2a is in accordance with the tasks listed below but not limited to these tasks.

- Full understanding of the personal health and hygiene requirements
- Competently perform a range of tasks in one or more departments and demonstrating the ability to train others at these tasks.

Indicative tasks which an Employee at this level may perform include:

- *trainee offal/paunch leading hand (knowledge of customer requirements)*
- *trainee foetal blood operator*

- *trainee carcass scales operator*
- *trainee knocker*
- *trainee beef feet operator*
- *carton labeller – Boning Room*
- *trainee quality assurance officer*
- *trainee slicer*
- *trainee rendering plant operator (2nd Stage)*

Grade 3

An Employee at this level has been trained and is proficient at a range of duties including work involving the use of knives or operating machinery and works with minimal supervision, exercising limited discretion. Grade 3 is in accordance with the tasks listed below but not limited to these tasks. Employees at this level demonstrates the ability to assist in on the job training of other Employees whilst maintaining and performing tasks at this level.

- Full understanding of the personal health and hygiene requirements
- Competently perform a range of tasks in one or more departments, ability to train others at these tasks.
- Competent at sharpening knives and maintaining throughout the shift without issues and must be demonstrated upon request.

Indicative tasks which an Employee at this level may perform include:

- *head stockperson*
- *competent offal leading hand*
- *competent foetal blood operator*
- *competent carcass scales operator*
- *competent knocker*
- *competent beef feet operator*
- *skilled labourer competent all labouring tasks on slaughter floor.*
- *trainee slaughterman (learning 3 cuts minimum) must include 1st leg or gut)*
- *loaders/forklift operators, scanner operators, Sastek gun operation*
- *competent band saw operation*
- *gardener [Horticulture certificates]*
- *trainee slicer not yet competent on all tasks demonstrating continual progression to higher grade*
- *competent on CL's sorting, CL rejects and X-Ray reject corrections*
- *Trainee rendering plant operator. (3rd stage)*

Grade 3a

An Employee at this level has been trained and is proficient at a range of duties including work involving the use of knives or operating machinery and works with minimal supervision, exercising limited discretion. Grade 3a is in accordance with the tasks listed below but not limited to these tasks. Employees at this level demonstrates the ability to assist in on the job training of other Employees whilst maintaining and performing tasks at this level.

- Full understanding of the personal health and hygiene requirements.
- Training – progressing to a higher grade.

- Competent at sharpening knives and maintaining throughout the shift without issues and must be demonstrated upon request.

Indicative tasks which an Employee at this level may perform include:

- *competent all labouring jobs on slaughter floor and all grade 3 classified jobs other than leading hand offal room*
- *trainee boner/slicer – demonstrating continual progression, at the company’s discretion to a grade 4 slicer*
- *competent all labouring jobs in Boning Room, including use of all machinery and all grade 3 duties (excluding trainee slicer)*

Grade 4

An Employee at this level has been trained and is proficient at a wide range of duties including work involving knives or operating machinery and works with minimal supervision, exercising discretion. The Employee will have a full knowledge of the carcass and or product recognition. An Employee at this level will be continually demonstrating the ability to liaise with all levels of Employees and Management alike in a productive and positive manner. Grade 4 is in accordance with the tasks listed below but not limited to these tasks. An Employees at this level demonstrates the ability to assist in on the job training of other Employees whilst maintaining and performing tasks at this level.

- Full understanding of the Personal Health and Hygiene Requirements

Indicative tasks which an Employee at this level may perform include

- *slicer - all cuts*
- *quality assurance officer [all areas] including usage of I leader.*
- *rendering plant and boiler operation with ARA Accreditation Certificate*
- *trainee Boner - progressing but not yet competent on all tasks and demonstrating continual progression to higher grade – competent at HQ cuts or selected FQ cuts at the Employer’s discretion.*
- *trainee slaughterman not yet competent on all tasks and demonstrating continual progression to higher grade – competent at 4 slaughtering cuts and working towards the 5th cut*
- *senior freezer load out operator, competent at all operations in the loadout, assist the Leading Hand with the smooth running of the loadout department*

Such Employees may be working towards being directly responsible or assist with the supervision of departments. To achieve and continue to maintain this grade an Employee will be required to continually demonstrate an approach to allocated tasks, the requirements of this Agreement and the Employer a proficient and positive manner whilst displaying a positive attitude toward all Employees and Management.

Grade 4a

An Employee at this level has been trained and is proficient at a wide range of duties including work involving knives or operating machinery and works with minimal supervision, exercising discretion. The Employee will have a full knowledge of the carcass and or product recognition. An Employee at this level will be continually demonstrating the ability to liaise with all levels of Employees and Management alike in a productive and positive manner. Grade 4a is in accordance

with the tasks listed below but not limited to these tasks. Employees at this level demonstrates the ability to assist in on the job training of other Employees whilst maintaining and performing tasks at this level.

- Full understanding of the Personal Health and Hygiene Requirements
- Competently perform a range of tasks in one or more departments at the discretion of the Employer, with a demonstrated ability to train others at these tasks.
- Training at other tasks for progression to a higher grade
- Can follow written and or verbal instructions and offers the same during training
- Have the ability to assist in the training of a Grade 1, 2, 2a, 3, 3a, 4

Indicative tasks which an Employee at this level may perform include

- *slicers - all cuts and competent at Boning HQ cuts or selected FQ cuts at the Employer's discretion.*
- *slicer – all cuts and competent at packing/laboring/machine operating tasks at the discretion of the Employer*

Such Employees may be working towards being directly responsible or assist with the supervision of departments. To achieve and continue to maintain this grade an Employee will be required to continually demonstrate an approach to allocated tasks, the requirements of this Agreement and the Employer a proficient and positive manner whilst displaying a positive attitude toward all Employees and Management.

Grade 5

An Employee at this level has been trained and is proficient at a wide range of duties including work involving knives or operating machinery and works with minimal supervision, exercising discretion. The Employee will have a full knowledge of the carcass and or product recognition. An Employee at this level will be continually demonstrating the ability to liaise with all levels of Employees and Management alike in a productive and positive manner. Grade 5 is in accordance with the tasks listed below but not limited to these tasks. An Employee at this level demonstrates the ability to assist in on the job training of other Employees whilst maintaining and performing tasks at this level.

Indicative tasks which an Employee may perform at this level include:

- *Slaughterers [all cuts]*
- *Boners [hinds and fores] - a boner shall bone the carcass in accordance with the work instructions and requirements of the Employer.*
- *Quality Assurance Staff that can demonstrate the ability to carry out the following list of competencies, to the satisfaction of the Employer. This list may need to be updated from time to time to include new and or updated Export and Country Requirements.*
 - *fully rotational between shifts and departments (including Lab)*
 - *be able to liaise with production managers to investigate, create and implement new product specifications*

- *be able to identify adverse trends/discrepancies in records (yields, Micro results and MHA processing). Be able to perform an investigation and rectify such trends in a timely fashion*
- *must have a sound knowledge of all standards held by the Employer and ensure compliance of such standards consistently*
- *be able to interpret and implement new standards when required*
- *be able to assist and take part in all Audits undertaken by the Employer and in the event perform the role of the QAM during these audits*
- *be able to liaise with customers/regulatory authorities to rectify and close out non-conformance reports*
- *be able to liaise with suppliers to rectify and close out company issued non-conformance reports*
- *be able to perform the duties of the QAM in his absence*
- *be able to represent the Employer at industry events or at any other opportunity required by the Employer*
- *be able to perform internal audits/systematic reviews on all work instructions, programs and specifications on an annual basis*
- *leading hand loadout*
 - *must be competent in all area of the loadout,*
 - *training of others,*
 - *check documentation and identify discrepancies,*
 - *maintain smooth running of the department and achieve daily set tasks,*
 - *attend daily meetings,*
 - *plate freezer operations*

Such Employees may be working towards being directly responsible or assist with the supervision of departments. To achieve and continue to maintain this grade an Employee will be required to continually demonstrate an approach to allocated tasks, the requirements of this Agreement and the Employer a proficient and positive manner whilst displaying a positive attitude toward all Employees and Management.

Grade 6

An Employee at this level has been trained and is proficient at a wide range of duties including work involving knives or operating machinery and works with minimal supervision, exercising discretion. The Employee will have a full knowledge of the carcass and or product recognition. An Employee at this level will be continually demonstrating the ability to liaise with all levels of Employees and Management alike in a productive and positive manner. Grade 6 is in accordance with the tasks listed below but not limited to these tasks. Employees at this level demonstrates the ability to assist in on the job training of other Employees whilst maintaining and performing tasks at this level. Assist in supervisory duties to enable the smooth running of the department.

Indicative tasks which an Employee may perform at this level include:

- *slaughter floor Employee competent on all labouring jobs on the slaughter floor including all 5 slaughterman cuts. Must be willing and able to train new workers*

- and assist with the running of the floor without being prompted.*
- *trainee leading hand.*
- *boning room Employee competent on all tasks of the boning room which is all boning, slicing and labouring duties. Must be willing and able to train new workers and assist with the running of the room without being prompted.*
- *have the ability to perform the role of Departmental Leading Hand, after meeting all requirements of the Employer.*

Such Employees may have obtained or are working towards being directly responsible or assist with the supervision of departments. To achieve and continue to maintain this grade an Employee will be required to continually demonstrate an approach to allocated tasks, the requirements of this Agreement and the Employer a proficient and positive manner whilst displaying a positive attitude toward all Employees and Management.

Grade 7

An Employee at this level has been trained and is proficient at a wide range of duties including work involving knives or operating machinery, full knowledge carcass and or product recognition. An Employee at this level will be continually liaise with all levels of Employees and Management alike in a productive and positive manner whilst assessing the work of others and continuing to perform own tasks. Assist in supervisory duties to enable the smooth running of the department.

An Employee at this level has an appropriate trade qualification or equivalent and has received on and off the job training so that he or she possesses skills beyond that required for Level 6.

Indicative tasks which an Employee may perform at this level being a:

- *Boning room senior leading hand*
- *Slaughter floor senior leading hand*

Senior leading hand include, but not limited to:

- *Must be able to perform Supervisor duties*
- *See problems - work them out with the Supervisors*
- *Work unsupervised*
- *Must have knowledge of all rooms/tasks/sections within the department*
- *Use of NLIS/Triton systems*
- *Use of or understanding of machinery in departments*
- *Knowledge and understanding of Yields including chasing up missing pieces/product*
- *Communicate with other Department Supervisors and other Leading Hands, as well as the Quality Assurance Officers, Quality Assurance Manager and Production Manager.*
- *Assist with training and work instructions*
- *Assist with all new Employees.*
- *Complete Supervisors paperwork including diary, timesheets, maintenance*

records

Such Employees may have obtained or are working towards the attainment of the Australian Certificate of Supervision in the meat industry and be directly responsible or assist with the supervision of departments. To achieve and continue to maintain this grade an Employee will be required to continually demonstrate an approach to allocated tasks, the requirements of this Agreement and the Employer a proficient and positive manner whilst displaying a positive attitude toward all Employees and Management.

Grade 8

An Employee at this level has been trained on the job in all process areas of the Establishment and has the skill beyond that required of all other levels.

Indicative tasks which an Employee will perform at this level are:

- Competent all Boning, slicing, Slaughterman and skilled labouring duties

Such Employees may have obtained or are working towards the attainment of the Australian Certificate of Supervision in the meat industry and be directly responsible or assist with the supervision of departments. To achieve and continue to maintain this grade an Employee will be required to continually demonstrate an approach to allocated tasks, the requirements of this Agreement and the Employer a proficient and positive manner whilst displaying a positive attitude toward all Employees and Management.

Appendix 2 - Remuneration Structure

Under this structure the Employer undertakes that no Employee will be paid less than the Award rate for their equivalent classification

As at the Commencement of this Agreement- Ordinary Weekly Remuneration Structure

Table 1 -Adult weekly remuneration

Classification	38 hour per week including all penalties & Allowances commencing from the first full pay period following approval.	1.5% 12 months after commencement	1.5% 24 months after commencement	1.5% 36 months after commencement
Grade 1	\$834.10	\$846.61	\$859.31	\$872.20
Grade 2	\$874.76	\$887.88	\$901.20	\$914.72
Grade 2a	\$889.96	\$903.31	\$916.86	\$930.61
Grade 3	\$915.42	\$929.15	\$943.09	\$957.23
Grade 3a	\$968.62	\$983.15	\$997.90	\$1012.86
Grade 4	\$1049.94	\$1065.69	\$1081.67	\$1097.90
Grade 4a	\$1089.84	\$1106.19	\$1122.78	\$1139.62
Grade 5	\$1157.48	\$1174.84	\$1192.46	\$1210.35
Grade 6	\$1195.86	\$1213.80	\$1232.00	\$1250.48
Grade 7	\$1254.00	\$1272.81	\$1291.90	\$1311.28
Grade 8	\$1292.38	\$1311.77	\$1331.44	\$1351.41

Table 2- Junior rates

Age	38 hour per week including all penalties & Allowances commencing from the first full pay period following approval.	1.5% 12 months after		
Under 17 years of age	\$438.52	\$445.10	\$451.77	\$458.55
At 17 years of age	\$524.40	\$532.27	\$540.25	\$548.35
At 18 years of age	\$647.52	\$657.23	\$667.09	\$677.10
19 years of age and over	\$834.10 Adult Rate – Grade 1	\$846.61	\$859.31	\$872.20

* These remuneration amounts are based on the Employee's normal weekly hours of work.

Appendix 3 – Attendance Scheme Policy

EPONA Pt Ltd Attendance Scheme Policy

Recitals

Epona Pty Ltd own and operate the Singleton Beef Processing Facility

Management and elected Employee representatives, including the Consultative Committee and the 2019 Negotiation Committee, have worked in consultation to develop an Attendance Scheme Policy for implementation at the Singleton Beef Processing Facility for all Employees of Epona Pty Ltd.

Purpose

The objective of this Policy is to reward those Employees who consistently attend work with a low absenteeism.

Details

Commencement Date: The Policy will commence on the same date as the Epona Pty Ltd Employee Enterprise Agreement 2020.

Terms and conditions: An Employee, who is not a Probationary Employee, will be entitled to a Payment if the Employee attends for all of his or her normal shifts for the whole shift during the Period taking into account the Exceptions. If an Employee fails to attend at work due to any reason or circumstance outside of the Exceptions the Employee will not be entitled to a Payment for that Period.

Agreement means: the Epona Pty Ltd Enterprise Agreement 2020.

Employee: is an Employee of Epona Pty Ltd who is not on a Probationary Period.

Employer: is Epona Pty Ltd.

Exceptions means:

1. A Shortage of Stock.
2. Compassionate Leave entitlement as per the Agreement.
3. An Employee may use 1 day per quarter as a personal day (with or without a certificate) whereby it does not affect the attendance scheme policy.
4. Annual Leave.

EPONA Pt Ltd

Attendance Scheme Policy

Payment means:

The sum of \$325.00 per Period for Employees up to 3 years (\$1300.00 per year)
The sum of \$400.00 per Period for Employees 3 to 6 years (\$1600.00 per year)
The sum of \$525.00 per period for Employees 6 to 10 years (\$2100.00 per year)
The sum of \$650.00 per Period for Employees 10 years to 13 years (\$2600.00 per year)
The sum of \$675.00 per period for Employees 13 years to 15 years (\$2700.00 per year)
The sum of \$700.00 per Period for Employees over 15 years (\$2800.00 per year)

Such payment shall be made with the Employees normal wages within two pay days falling after the Period has ended. If the Period ends during an Annual Close down or Shortage of Stock during which Employees have been paid in advance for the leave the Employer will have two pay periods after the return to work from Annual Close down or Shortage of Stock to pay the Payment. The payment being paid within two pay periods allows for the Employer to work out each Employees entitlement to the Payment.

The payment for the last quarter will be paid in the first pay period following the return from the shutdown.

Period means: Each quarter- January to March inclusive, April to June inclusive, July to September inclusive and October to December inclusive.

Probationary Employee means: Is an Employee who has commenced or re-commenced work with Epona Pty Ltd and has a Probationary Period. During any Period, which their Probationary Period falls the Probationary Employee will not be entitled to participate in the Productivity Incentive Scheme Policy.

Any Employee that receives all 4 quarter payments will then receive an additional bonus payment of \$500.00 to be paid out at Christmas.

Appendix 4 – NES Fair Work Statement



Fair Work
OMBUDSMAN

Fair Work Information Statement

Employers must give this document to new employees when they start work

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS

Find out more about your workplace entitlements and obligations during the impact of coronavirus at coronavirus.fairwork.gov.au

Employees in Australia have entitlements and protections at work, under:

FAIR WORK LAWS	AWARDS	ENTERPRISE AGREEMENTS	EMPLOYMENT CONTRACTS
<ul style="list-style-type: none"> • minimum entitlements for all employees • includes the National Employment Standards 	<ul style="list-style-type: none"> • set minimum pay and conditions for an industry or occupation • cover most employees in Australia 	<ul style="list-style-type: none"> • set minimum pay and conditions for a particular workplace • negotiated and approved through formal process 	<ul style="list-style-type: none"> • provide additional conditions for an individual employee • can't reduce or remove minimum entitlements

Find your award at www.fairwork.gov.au. Check if your workplace has an enterprise agreement at www.fwc.gov.au/agreements

- \$ PAY** Your minimum pay rates are in your award or enterprise agreement. If there is no award or agreement for your job, you must get at least the National Minimum Wage. You can't agree to be paid less. Minimum pay rates are usually updated yearly. Find out what you should get at www.fairwork.gov.au/minimum-wages

NATIONAL MINIMUM WAGE
FROM 1 JULY 2020

\$19.84/hour
full-time or part-time

\$24.80/hour
casual



Use our free calculators to check your pay, leave and termination entitlements at: www.fairwork.gov.au/pact

This is the adult minimum rate for employees with no award or enterprise agreement. Lower rates may apply to juniors, apprentices and employees with disability.

✓ NATIONAL EMPLOYMENT STANDARDS

These are minimum standards for all employees. Rules and exclusions may apply. Your award or agreement may provide more. Find more information on the National Employment Standards at www.fairwork.gov.au/NES

	Full-time and part-time employees	Casual employees
Annual leave	✓ 4 weeks paid leave per year (pro rata for part-time employees) + 1 week for eligible shift workers	✗
Personal leave* (sick or carer's leave)	✓ 10 days paid leave per year	✗
Carer's leave	✓ 2 days unpaid leave per permissible occasion (if no paid personal leave left)	✓ 2 days unpaid leave per permissible occasion
Compassionate leave	✓ 2 days paid leave per permissible occasion	✓ 2 days unpaid leave per permissible occasion
Family & domestic violence leave	✓ 5 days unpaid leave per 12 months	✓ 5 days unpaid leave per 12 months
Community service leave • Jury service	✓ 10 days paid leave with make-up pay + unpaid leave as required	✓ Unpaid leave as required
• Voluntary emergency management activities	✓ Unpaid leave as required to engage in the activity	✓ Unpaid leave as required to engage in the activity
Long service leave	✓ Paid leave (amount and eligibility rules vary between states and territories)	* Varies between states and territories
Parental leave eligible after 12 months employment	✓ 12 months unpaid leave - can extend up to 24 months with employer's agreement	✓ 12 months unpaid leave for regular and systematic casuals - can extend up to 24 months with employer's agreement
Maximum hours of work	✓ Full-time employees – 38 hours per week + reasonable additional hours Part-time and casual employees – 38 hours or employee's ordinary weekly hours (whichever is less) + reasonable additional hours	
Public holidays	✓ A paid day off if you'd normally work. If asked to work you can refuse, if reasonable to do so	✓ An unpaid day off. If asked to work you can refuse, if reasonable to do so
Notice of termination	✓ 1-5 weeks notice (or pay instead of notice) based on length of employment and age	✗
Redundancy pay eligible after 12 months employment	✓ 4-16 weeks pay based on length of employment (some exclusions apply)	✗

*The High Court is currently considering the method of accruing and taking paid personal/carers leave under the National Employment Standards. This document currently reflects the state of the law as it applies to affected employees, but is subject to any changes at law. For details see www.fairwork.gov.au/leave/sick-and-carers-leave

Last updated 1 July 2020

IMPORTANT INFORMATION ABOUT YOUR PAY AND CONDITIONS



FLEXIBILITY

After 12 months employment, you can make a written **request for flexible working arrangements** if you're 55 or over, a carer, have a disability, are experiencing violence from a family member (or are supporting a family or household member who is), or are the parent of, or have caring responsibilities for, a child of school age or younger. This includes employees returning from parental or adoption leave asking to work part-time to care for the child. Your employer must respond in writing within 21 days. They can only say no on reasonable business grounds.

You and your employer can also **negotiate an individual flexibility arrangement**. This would change how certain terms in your award or enterprise agreement apply to you. An individual flexibility arrangement must be a genuine choice – it can't be a condition of employment – and it must leave you better off overall. Find out more at:

www.fairwork.gov.au/flexibility

DID YOU KNOW?

You can create a free My account to save your workplace information in one place at:
www.fairwork.gov.au/register

You can find free online courses to help you start a new job or have difficult conversations at work, visit:
www.fairwork.gov.au/learning

The **Record My Hours app** makes it quick and easy to record the hours you work. It's free on the App Store and Google Play.



ENDING EMPLOYMENT

When your employment ends, your final pay should include all **outstanding entitlements**, such as wages and unused annual leave and long service leave.

You may be entitled to **notice of termination**, or pay instead of notice. If you're dismissed for serious misconduct, you're not entitled to notice. If you resign you may have to give your employer notice. To check if notice is required and what should be in your final pay visit:

www.fairwork.gov.au/ending-employment

If you think your **dismissal was unfair** or unlawful, you have **21 calendar days** to lodge a claim with the Fair Work Commission. Rules and exceptions apply. Find out more at:

www.fairwork.gov.au/termination



PROTECTIONS AT WORK

All employees have protections at work. You can't be treated differently or worse because you have or exercise a workplace right, for example, the right to request flexible working arrangements, take leave or make a complaint or enquiry about your employment.

You have the right to join a union or choose not to, and to take part in lawful industrial activity or choose not to.

You also have protections when temporarily absent from work due to illness or injury, from discrimination, bullying and harassment, coercion, misrepresentation, sham contracting, and undue influence or pressure. Find out more at:

www.fairwork.gov.au/protections



AGREEMENT MAKING

Enterprise agreements are negotiated between an employer, their employees, and any employee representatives (e.g. a union). This process is called 'bargaining' and has to follow set rules. The Fair Work Commission checks and approves agreements. For information about making, varying, or terminating an enterprise agreement visit:

www.fwc.gov.au/agreements



TRANSFER OF BUSINESS

If a transfer of business occurs, your employment with your old employer ends. If you're employed by the new employer within three months to do the same (or similar) job, some of your entitlements might carry over to the new employer. This may happen if, for example, the business is sold or work is outsourced. Find out more at:

www.fairwork.gov.au/transfer-of-business



RIGHT OF ENTRY

Union officials with an entry permit can enter the workplace to talk to workers that they're entitled to represent, or to investigate suspected safety issues or breaches of workplace laws.

They must comply with certain requirements, such as notifying the employer, and can inspect or copy certain documents. Strict privacy rules apply to the permit holder, their organisation and your employer. Find out more at:

www.fwc.gov.au/entry-permits

WHO CAN HELP?

FAIR WORK OMBUDSMAN

- information and advice about pay and entitlements
- free calculators, templates and online courses
- help resolving workplace issues
- investigates and enforces breaches of workplace laws.

www.fairwork.gov.au - 13 13 94

FAIR WORK COMMISSION

- hears claims of unfair dismissal, unlawful termination, bullying, discrimination or 'adverse action' at work
- approves, varies and terminates enterprise agreements
- issues entry permits and resolves industrial disputes.

www.fwc.gov.au - 1300 799 675

If you work in the commercial building industry the Australian Building and Construction Commission can help.
www.abcc.gov.au - 1800 003 338

Last updated 1 July 2020

Executed as an Agreement

Signed for

EPONA PTY LTD

By its Representative in the Presence of

Donna Fuller
Representative

[Signature]
Witness

DONNA FULLER
Name (Please Print)

OPERATIONS MANAGER
Position

Matthew Burke
Name (Please Print)

Maintenance Manager
Position

BOX 3050 SINGLETON NSW DC
Address (Please Print)

BOX 3050 SINGLETON DC NSW
Address (Please Print)

Signed for

NEGOTIATION COMMITTEE REPRESENTATIVE

in the Presence of

[Signature]
Representative

[Signature]
Witness

Shannes Veltzhausen Quality Assurance
Name (Please Print) Position

ALI JONES
Name (Please Print)

HUMAN RESOURCES
Position

BOX 3050 SINGLETON DC NSW
Address (Please Print)

BOX 3050 SINGLETON DC NSW
Address (Please Print)

EPONA PTY LTD

ABN 23 001 044 293

Old North Road, Corner New England & Golden Highways,
Whittingham NSW 2330

Tel: 02 6574 7777 Fax: 02 6574 7208

IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2020/3304

Employer:

Epona Pty Ltd (**Employer**)

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the
EPONA PTY LTD ENTERPRISE
AGREEMENT 2020(**Agreement**)

Authorised representative:

Donna Fuller
Operations Manager

Undertaking- Section 190

For and on behalf of the Employer I, Donna Fuller

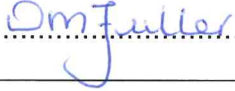
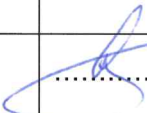
1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking with respect to the Agreement:
 - a. In respect to the Clause 11 Hours of Work, Sub Clause 11.4 Spread of Hours, the rate of pay for any employee who works outside of the hours of 6.00am to 8.00pm includes sufficient compensation to ensure they are better off overall. See attached BOOT

EPONA PTY LTD

ABN 23 001 044 293

Old North Road, Corner New England & Golden Highways,
Whittingham NSW 2330

Tel: 02 6574 7777 Fax: 02 6574 7208

Date signed:	24/11/2020
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Donna Fuller
Signature:	
Witness name:	Michael Bellamy
Witness signature:	

EPONA PTY LTD

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Old North Road, Corner New England & Golden Highways,
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IN THE FAIR WORK COMMISSION

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Section 185 – Application for approval of a
single enterprise agreement, namely the
EPONA PTY LTD ENTERPRISE
AGREEMENT 2020(**Agreement**)

Authorised representative:

Donna Fuller
Operations Manager

Undertaking- Section 190

For and on behalf of the Employer I, Donna Fuller

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking with respect to the Agreement:
 - a. The heading in Column 2, Table 1 and Table 2 of Appendix 2 where it states "38 hour per week **including all penalties & Allowances commencing from the first full pay period following approval**" is incorrect.
 - b. With respect to the incorrect wording in the heading in Column 2, Table 1 and Table 2 of Appendix 2 – the heading will be taken to read as follows,

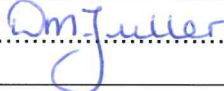
Classification	38 hour per week including penalties & Allowances other than, Any Employee or group of Employees whose ordinary hours finish post-midnight shall be paid an additional \$40.00 for those shifts. Any Employee or group of Employees whose shift commences at or after 2pm and finishes at or before midnight shall be paid an additional \$10 for those shifts. Commencing from the first full pay period following approval.	1.5% 12 months after commencement	1.5% 24 months after commencement	1.5% 36 months after commencement
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EPONA PTY LTD

ABN 23 001 044 293

Old North Road, Corner New England & Golden Highways,
Whittingham NSW 2330

Tel: 02 6574 7777 Fax: 02 6574 7208

Date signed:	24/11/2020
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Donna Fuller
Signature:	
Witness name:	Michael Bellamy
Witness signature:	