



CORRECTION TO DECISION

Fair Work Act 2009

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

Northern Co-Operative Meat Company

(AG2020/2452)

NORTHERN CO-OPERATIVE MEAT COMPANY LTD - BOOYONG SERVICE PROCESSING ENTERPRISE AGREEMENT 2020

DEPUTY PRESIDENT CROSS

SYDNEY, 13 OCTOBER 2020

Correction to decision for approval of Northern Co-Operative Meat Company Ltd - Booyong Service Processing Enterprise Agreement 2020.

[1] The decision issued by the Fair Work Commission on 13 October 2020 [[2020] FWCA 5460] is corrected so that paragraph [4] reads as follows:

“The Agreement is approved and, in accordance with s 54 of the Act, will operate from seven days after the issuing of this approval decision. The nominal expiry date of the Agreement is 20 October 2023.”



DEPUTY PRESIDENT

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DECISION

Fair Work Act 2009

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

Northern Co-Operative Meat Company
(AG2020/2452)

NORTHERN CO-OPERATIVE MEAT COMPANY LTD - BOOYONG SERVICE PROCESSING ENTERPRISE AGREEMENT 2020

Meat Industry

DEPUTY PRESIDENT CROSS

SYDNEY, 13 OCTOBER 2020

Application for approval of the Northern Co-Operative Meat Company Ltd - Booyong Service Processing Enterprise Agreement 2020.

[1] An application has been made for the approval of an enterprise agreement known as the *Northern Co-Operative Meat Company Ltd – Booyong Service Processing Enterprise Agreement 2020* ('the Agreement'). The application was made by *Northern Co-Operative Meat Company* ('the Applicant') pursuant to s 185 of the *Fair Work Act 2009* ('the Act'). The Agreement is a single-enterprise agreement.

[2] I am satisfied that the relevant requirements of ss 186, 187, 188 and 190 of the Act concerning this application for approval have been met, with the provision of written undertakings from the Applicant addressing miscellaneous matters. Copies of the undertakings are attached to this decision and marked 'Annexure A'. I note that the undertakings are taken to be terms of the Agreement.

[3] The Australian Meat Industry Employees Union ("the AMIEU"), have given notice under s 183 of the Act that they wish to be covered by the Agreement. In accordance with s 201(2) of the Act, I note that the Agreement covers the AMIEU.

[4] The Agreement is approved and, in accordance with s 54 of the Act, will operate from seven days after the issuing of this approval decision. The nominal expiry date of the Agreement is 20 October 2020.

[2020] FWCA 5460


The attached document replaces the document previously issued with the above code on 13 October 2020.

Member name and name of Enterprise Agreement added.

Sarah Schooley
Associate to Deputy President Cross

13 October 2020

Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2020/2452

Applicant:
Northern Co-Operative Meat Company Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dan Smith, Group HR Manager have the authority given to me by Northern Co-Operative Meat Company Ltd to give the following undertakings with respect to the Northern Co-Operative Meat Company Ltd – Booyong Service Processing Enterprise Agreement 2020 ("the Agreement")

- 1. Clause 28.1 – Personal/carer's leave**
The employer undertakes that clause 7 of the Agreement, the NES precedence clause, prevails over the provisions of clause 28.1 of the Agreement
- 2. Clause 15.5 – Abandonment**
The employer undertakes that clause 7 of the Agreement, the NES precedence clause, prevails over the provisions of clause 15.5 of the Agreement
- 3. Clause 15.1 – Serious Misconduct**
The employer undertakes that clause 7 of the Agreement, the NES precedence clause, prevails over the provisions of clause 15.1 of the Agreement
- 4. Clause 27.4.4 – Annual Leave Loading**
The employer undertakes that the provisions of clause 25.5(d) of the Meat Industry Award 2020 shall apply in lieu of 27.4 of the Agreement
That clause prescribes as follows: -
"No annual leave loading is due for a period of leave paid out which is less than one year"

Everyone grows together.



5. Clause 22.2.2 – Superannuation payments to casuals in first month of employment

The employer undertakes that in lieu of the provisions of clause 22.2.2 of the Agreement the employer will apply the provisions of clause 27(2) of Part 3 of the Superannuation Guarantee Administration Act (SGAA1992) which provides as follows: -

"If an employer pays an employee less than \$450 by way of salary or wages in a calendar month, the salary or wages so paid are not to be taken into account for the purposes of making a calculation, in relation to the employer and the employee, under section 19 of the SGAA1992."

This is consistent with the Meat Industry Award 2020 which, inter alia, refers to the SGAA1992.

6. Clause 20.4 – Supported Wage Employees

The employer undertakes to pay supported wage employees \$2.00 more per week than they would otherwise be paid under the Meat Industry Award 2020

7. Clause 36.5 – Time off in Lieu (TOIL) provisions

The employer undertakes that the following provisions will apply in relation to overtime hours banked in accordance with clause 26.5 of the Agreement

"If time off for overtime that has been worked is not taken within 6 months after the overtime is worked, the employer must pay the employee, for the overtime in the next pay period following those 6 months, at the overtime rate applicable to the overtime worked."

"If, on termination of the employee's employment, time off for overtime worked by the employee, has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked."

These provisions are consistent with clauses 22.2(e) and 22.2(h) of the Meat Industry Award 2020.

8. Clause 23.5 – Ordinary hours worked on Saturday and Sunday

Clause 25.2 of the Agreement is the correct reference in relation to this matter.

Clauses 25.5 and 25.6 of the Agreement prescribe the penalties that would apply for employees who work ordinary hours on a Saturday and Sunday

- 2 -

Everyone grows together.



Those penalties are consistent with the penalties that would apply under the Meat Industry Award 2020

9. Clause 20.5 National Training Wage

Due to recent amendments to the Meat Industry Award 2020 (PR720159) this clause in the Agreement should have referred to clause 16.11 in the award instead of Schedule C

The employer undertakes that comparable provisions to those prescribed by clause 16.11 of the Award shall apply in lieu of those in clause 20.5 of the Agreement

Those provisions are as follows: -

"Schedule E to the Miscellaneous Award 2020 sets out minimum wage rates and conditions for employees undertaking traineeships."

"This Agreement incorporates the terms of Schedule E to the Miscellaneous Award 2020 as at July 2019. Provided that any reference to "this award" in schedule E to the Miscellaneous Award 2020 is to be read as referring to this Agreement and not the Miscellaneous Award 2020."

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

Signature

15th September 2020

Date

- 3 -

Everyone grows together.

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



Booyong Service
Processing
Enterprise Agreement

2020

22 July 2020

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

This Agreement shall be known as the Northern Co-Operative Meat Company Ltd - Booyong Service Processing Enterprise Agreement 2020

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3 FOCUS ON FOOD SAFETY PROCESSING AND QUALITY

- 3.1 This agreement was developed to help the Northern Co-operative Meat Company Limited and employees of the co-operative to meet the challenges of the future. This agreement also acknowledges the history and culture of the Northern Co-Operative Meat Company Limited.
- 3.2 The co-operative operates its business on a fee for service basis, the consequence of this is that our existence depends totally on our ability to meet or exceed our customer's expectations. This means that we have to meet all food safety and quality standards in addition to specific customer requirements, and must do so at a competitive price. This requires a strong commitment from management and all employees to do their job as required.
- 3.3 This agreement strives to lift the standards even higher and in so doing, further enhance the reputation of the business.

4 DEFINITIONS

- 4.1 "Act" shall mean the Fair Work Act 2009.
- 4.2 "Company" shall mean the Northern Co-Operative Meat Company Ltd, trading as Booyong Service Processing ABN 42 060 208 366.
- 4.3 "Double Time" shall mean the employee's ordinary hourly rate increased by 100%.
- 4.4 "Employee" shall mean an employee of the Company to whom this Agreement applies.
- 4.5 "Employer" shall mean the Northern Co-Operative Meat Company Ltd, trading as Booyong Service Processing ABN 42 060 208 366.
- 4.6 "FWC" shall mean the Fair Work Commission.
- 4.7 "Ordinary Hourly Rate" shall mean the ordinary weekly rate as prescribed in clause 20 of this Agreement divided by 38.
- 4.8 "Ordinary Hours of Work" shall mean the hours of work as prescribed by clause 25 of this Agreement.
- 4.9 "Ordinary Time Earnings" shall mean earnings as defined in clause 27.3.2 in this Agreement.
- 4.10 "Ordinary Weekly Rate" shall mean the ordinary weekly rate as prescribed by clause 20 of this Agreement.

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

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

- 4.11 "Roster" shall mean the period (day/s) in a week during which an employee is required to perform their ordinary hours of work.
- 4.12 "Time and one half" shall mean the employee's ordinary hourly rate increased by 50%.
- 4.13 "Union" shall mean The Australasian Meat Industry Employees' Union and/or The Australasian Meat Industry Employees' Union – Newcastle and Northern Branch.
- 4.14 "Week" shall mean Monday to Sunday inclusive.

5 DATE AND PERIOD OF OPERATION

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

6 APPLICATION OF AGREEMENT

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

7 NATIONAL EMPLOYMENT STANDARDS

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

8 NO EXTRA CLAIMS

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

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

For the purpose of clarity, proposals for the making of an Individual Flexibility Arrangement under clause 19 of this Agreement and proposals for the Methods of Arranging the Ordinary Hours of Work under clause 25.12 shall not be considered extra claims for the purposes of this clause.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9 SETTLEMENT OF DISPUTES PROCEDURE

- 9.1 If a dispute relates to:
- 9.1.1 a matter arising under this Agreement; or
 - 9.1.2 the National Employment Standards;
- this clause sets out procedures to settle the dispute.
- 9.2 An employee who is a party to the dispute may appoint an employee representative, union representative or union official, for the purposes of the procedures in this clause.
- 9.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees or an employee representative, provided an employee representative has been appointed in accordance with clause 9.2, and relevant supervisors and/or management.
- 9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- 9.5 The Fair Work Commission may deal with the dispute in 2 stages:
- 9.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - 9.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - 9.5.2.1 arbitrate the dispute; and
 - 9.5.2.2 make a determination that is binding on the parties.
- Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

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

- 9.6 While the parties are trying to resolve the dispute using the procedures in this clause:
- 9.6.1 an employee must continue to perform their work as the employee would normally unless the employee has a reasonable concern about an imminent risk to the employee's health or safety; and
 - 9.6.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 9.6.2.1 the work is not safe; or
 - 9.6.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or
 - 9.6.2.3 the work is not appropriate for the employee to perform; or
 - 9.6.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.
- 9.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

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

10 FORMS OF EMPLOYMENT

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

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

11 PART-TIME EMPLOYEE

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

- 11.1.1 Work less than an average of 38 ordinary hours of work each week; and
- 11.1.2 Have reasonably predictable hours of work of not less than four consecutive hours per day or shift; and
- 11.1.3 Receive on a pro rata hourly basis, equivalent pay and conditions to those of a full-time employee who does the same work; and
- 11.1.4 The terms of any agreement concerning part-time employment or any variation to it shall be in writing and retained by the employer; and
- 11.1.5 A copy of the agreement and any variation to it shall be made available and be provided to the employee by the employer.
- 11.1.6 All time worked in excess of the hours as mutually agreed will be overtime.
- 11.1.7 A part-time employee employed under the provisions of this clause will be paid for ordinary hours worked at the ordinary hourly rate prescribed by clause 20 of this Agreement.

12 CASUAL EMPLOYEE

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

12.2 A casual employee may be engaged for a minimum of 4 hours per day or shift which may be comprised of hours within or outside the ordinary hours of work otherwise prescribed by this Agreement.

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

- 12.3.1 The ordinary hours of work of a casual employee shall be up to 38 hours per week to be worked at such times as are agreed between the employer and the employee.
- 12.3.2 The ordinary hourly rate of pay for a casual employee shall be calculated on the relevant ordinary hourly rate as prescribed by clause 4.7 plus a loading of 25%.

The loading shall be calculated on the employee's ordinary hourly rate and is paid in lieu of any and all forms of leave, except long service leave, provided by Part 6 of this Agreement.

12.4 Notwithstanding clause 12.3.2, the loading received by a casual who works ordinary hours on a Saturday or Sunday, where ordinary hours are permitted by this Agreement, the appropriate weekend loadings as set out in clause 25 – Hours of work will apply.

- 12.5 A casual employee who terminates their employment prior to the end of the ordinary working hours on any day or shift will not be entitled to payment in respect of any time actually worked on that day or shift.
- 12.6 A casual employee who works overtime hours shall be paid for such time at the appropriate rate referred to in clause 26 Overtime.
- 12.7 A casual employee employed on shift work shall in addition to the appropriate casual loading be paid the appropriate shift loading based on that employee's ordinary hourly rate.
- 12.8 Casual employees will be notified wherever possible of their starting and finishing times for the period of their engagement at the commencement of their engagement.
- 12.9 A casual adult or junior cleaner employed to clean premises may be employed for not less than two hours per engagement.
- 12.10 Casual conversion to full-time or part-time employment
 - 12.10.1 A person engaged as a regular casual employee may request that their employment be converted to full-time or part-time employment.
 - 12.10.2 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 this Agreement.
 - 12.10.3 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 12.10.2.
 - 12.10.4 Any request under this clause must be in writing and provided to the employer.
 - 12.10.5 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.
 - 12.10.6 Reasonable grounds for refusal may include:
 - 12.10.6.1 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 this Agreement - that is, the casual employee is not a true regular casual employee as defined in clause 12.10.2;
 - 12.10.6.2 that it is known, or reasonably foreseeable, that the regular casual employee's position will cease to exist within the next 12 months;
 - 12.10.6.3 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, and the reduction in hours is due to seasonal factors; or
 - 12.10.6.4 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.
 - 12.10.7 For any ground of refusal to be reasonable it must be based on facts that are known or reasonably foreseeable.
 - 12.10.8 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 9. Under that procedure, the employee or the employer may refer the matter to the Fair Work Commission if the dispute cannot be resolved at the workplace level.

- 12.10.9 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:
- 12.10.9.1 the form of employment to which the employee will convert—that is, full-time or part-time employment; and
- 12.10.9.2 if it is agreed that the employee will become a part-time employee, the matters referred to in clause 11 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.
- 12.10.10 The conversion will take effect from the start of the next pay cycle following such agreement being reached unless otherwise agreed.
- 12.10.11 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.
- 12.10.12 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.
- 12.10.13 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.
- 12.10.14 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.
- 12.10.15 An employer must provide a casual employee whether a regular casual employee or not, with a copy of the provisions of this clause within the first 12 months of the employee's first engagement to perform work.
- 12.10.16 A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in clause 12.10.15.

13 JUVENILES

- 13.1 Notwithstanding anything otherwise prescribed in this Agreement, any juvenile twenty years of age or under may be employed under any classification in this Agreement, and provided that the juvenile is able and willing and is required to perform the full range of work covered by the classification shall be entitled to the adult rate appropriate to the classification.
- 13.2 A juvenile, other than a juvenile provided for under clause 13.1, employed in any classification in this Agreement shall be paid the following ordinary weekly wage rate.

<u>Years of Age</u>	<u>% of relevant weekly rate</u>
Under 17 years of age	50
17 years of age	60
18 years of age	75
19 years of age	85
20 years of age	Adult rate

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

14 CONDITIONS OF EMPLOYMENT

- 14.1 Each employee shall carry out all work as required which is within their skill and competence to a standard of workmanship satisfactory to the employer.
- 14.2 An employee shall perform such work as the employer may from time to time require and, subject to this Agreement, shall perform it at such times as the employer may require.
- 14.3 If work is held up for any reason whatsoever, an employee shall, at the request of the employer, resume work so as to complete all tasks commenced to avoid any loss of product.
- 14.4 No employee shall cease work without the permission of the employer before the finishing time fixed for the employee in accordance with the provisions of this Agreement, or before the completion of any overtime lawfully required to be worked pursuant to this Agreement.

In the event of employee/s ceasing work without the permission of the employer, whether during the employee/s ordinary hours of work or during overtime, they shall first complete the processing of products which may deteriorate, the safe storing of all perishable goods and products, and the normal cleaning up of the department or section.

- 14.5 The rate and quantity of work performed will be regulated and controlled by the company taking into consideration manning levels, product specifications, employee's skill and safe work practices.
- 14.6 In consideration of the rights conferred on an employee by this Agreement, such employee shall attend and offer for work at a place specified by the employer at the normal starting time on each ordinary working day.
- 14.7 Each employee shall:
- do their best to promote, and not harm, the employer's business, interests and reputation;
 - apply care and common sense in performing work for the employer;
 - not absent them self from work without permission;
 - comply with the employer's hygiene standards and food safety requirements at all times including not eating outside designated areas or smoking on the employer's premises;
 - comply with the employer's reasonable instructions in order to protect both the employee's own health and safety and the health and safety of the other employees and any other person having dealings with the employer at the workplace;
 - not disclose in any way to anyone outside of the Co-operative and to keep confidential any "confidential information" the employee becomes aware of through their employment with the employer. "Confidential information" includes any information relating to the employer's business, customers' business or operational interests, methodology and affairs, financial information and anything else the employer notifies the employee as being confidential. Each employee will be required to sign a confidentiality agreement as part of their employment offer.
- 14.8 An employee shall be deemed to be on unauthorised absence from work, on any day on which the employee is required to attend and offer for work, if the employee fails to attend and offer for work at the normal starting time, or fails to accept the work offered on that day, or if, having accepted work, is absent therefrom.
- 14.9 An employee not attending for or not performing their duty shall, except where otherwise expressly provided in this Agreement be deemed to have taken unauthorised absence for that period and the employee shall not be entitled to any payment for the actual time of such non-attendance or non-performance.
- 14.10 In cases where an employee will be absent from work for any reason:

- 14.10.1 The employee shall notify the employer where practicable prior to the commencement of the employee's first ordinary working day of absence, of the employee's inability to attend for work, and as far as practicable state the nature of the injury or illness or absence and the estimated duration of the absence; and
- 14.10.2 If it is not practicable to notify the employer under clause 14.10.1 prior to commencement, the employee shall notify the employer as soon as practicable thereafter; and
- 14.10.3 If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for work, the employee shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence; and
- 14.10.4 The employee shall notify the employer of the employee's intention to resume work after an absence, no later than midday on the working day before the day of intended resumption of work; and

Should the employee attend and offer for work after any such absence without first advising the employer in accordance with the requirements of clause 14.10, the employer shall not be obliged to engage such employee on that particular day and the employee shall not be entitled to payment for that day if they are not engaged.

- 14.11 The employer shall have the right to deduct payment for any day or portion thereof during which the employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee.
- 14.12 Notwithstanding anything elsewhere contained in this Agreement the employer shall have the right to deduct payment for any day on which an employee cannot be usefully employed, because of any strike other than in the meat industry, or through any breakdown of machinery, shortage of stock or any stoppage of work by any cause for which the employer cannot reasonably be held responsible, or an employee cannot be usefully employed because of any strike in the meat industry.

An employee may voluntarily utilise annual leave, personal/carer's leave or time off without pay for a whole or part day when payment would otherwise be deducted in accordance with this clause.
- 14.13 When an employee performs any work within any of the classifications in this Agreement so that the employee and/or the employer would be bound by this Agreement and if such employee is required to perform work which does not constitute a major and substantial part of the employee's work, then the employee and the employer shall be bound by this Agreement, notwithstanding the fact that the said work does not constitute a major and substantial part of the employee's work.
- 14.14 An employee shall, upon entering or leaving the premises, allow the contents of any baggage or such similar articles in the employee's possession to be searched by an officer of the Company or a Company nominee, upon the request of such officer or nominee.

15 TERMINATION AND SUSPENSION

15.1 Termination

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

15.2 Summary Termination

- 15.2.1 The employer shall have the right to summarily terminate the employment of an employee.
- 15.2.2 A summary termination shall take effect immediately and wages shall be paid up to the time of the termination only.

15.3 Suspension

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

15.4 Employee Representation

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

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

15.5 Abandonment of Employment

Where an employee is absent from work for three or more consecutive days without contacting the employer, the employee will be deemed to have abandoned their employment and the employee's contract of employment shall be terminated forthwith.

15.6 Employer Rights Not Affected

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

16 DISCIPLINARY PROCEDURES

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

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

17 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

17.1 This clause applies if the employer:

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

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

Major change

17.2 For a major change referred to in paragraph 17.1.1:

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

17.2.2 clauses 17.3 to 17.9 apply.

17.3 The relevant employees may appoint a representative/s which may include an elected employee representative/s to which this Agreement applies for the purposes of the procedures in this clause.

17.4 If:

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

17.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

- 17.5 As soon as practicable after making its decision, the employer must:
- 17.5.1 discuss with the relevant employees:
 - 17.5.1.1 the introduction of the change; and
 - 17.5.1.2 the effect the change is likely to have on the employees; and
 - 17.5.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 17.5.2 for the purposes of the discussion—provide, in writing, to the relevant employees:
 - 17.5.2.1 all relevant information about the change including the nature of the change proposed; and
 - 17.5.2.2 information about the expected effects of the change on the employees; and
 - 17.5.2.3 any other matters likely to affect the employees.
- 17.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 17.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 17.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 17.2.1 and clauses 17.3 and 17.5 are taken not to apply.
- 17.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- 17.9.1 the termination of the employment of employees; or
 - 17.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 17.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 17.9.4 the alteration of hours of work; or
 - 17.9.5 the need to retrain employees; or
 - 17.9.6 the need to relocate employees to another workplace; or
 - 17.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 17.10 For a change referred to in clause 17.1.2
- 17.10.1 the employer must notify the relevant employees of the proposed change; and
 - 17.10.2 clauses 17.11 to 17.15 apply.
- 17.11 The relevant employees may appoint a representative/s which may include an elected employee representative/s to which this Agreement applies for the purposes of the procedures in this clause.
- 17.12 If:
- 17.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

- 17.12.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 17.13 As soon as practicable after proposing to introduce the change, the employer must:
- 17.13.1 discuss with the relevant employees the introduction of the change; and
- 17.13.2 for the purposes of the discussion—provide to the relevant employees:
- 17.13.2.1 all relevant information about the change, including the nature of the change; and
- 17.13.2.2 information about what the employer reasonably believes will be the effects of the change on the employees; and
- 17.13.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
- 17.13.3 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).
- 17.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 17.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 17.16 In this clause:
- relevant employees** means the employees who may be affected by a change referred to in clause 17.1.
- 17.17 Where there is conflict between the provisions of this clause and any other provision in this Agreement, the provisions of this clause will prevail.

18 NOTICE OF TERMINATION AND REDUNDANCY PAY

18.1 Notice of termination

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

18.1.1 The period of notice is as follows:

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

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

18.1.2 Notice of termination by an employee

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

18.1.3 Job search entitlement

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

18.2 Redundancy Pay

Redundancy pay is as prescribed by Division 11 of Part 2-2 of the Fair Work Act 2009 in accordance with the following scale of payments.

<u>18.2.1 Period of Continuous service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

18.2.1.1 "Week's pay" means the ordinary weekly rate as prescribed by clause 20 for the employee concerned.

18.2.1.2 Provided that the severance payments will not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

18.2.2 Transfer to lower paid duties

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

18.2.3 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 18.2 had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice as prescribed by clause 18.1.

18.2.4 Job search entitlement

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

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

18.2.4.3 The entitlement prescribed by this clause 18.2.4 applies in lieu of that provided by clause 18.1.3.

18.3 Alternative Employment

An employee who fails to accept a reasonable offer of alternative employment, transfer, relocation, reclassification, or retraining, will not be entitled to the notice of termination nor the redundancy pay prescribed by this clause.

18.4 Permanent Close-down of Meat Processing Establishment

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

18.4.2 In circumstances where the processing establishment referred to in this clause is closed and not re-opened within a period of eight consecutive calendar months from the date of closure, it shall be deemed to be permanently closed and the provisions of this clause shall apply to those employees whose employment was terminated on the last day that the plant actually operated prior to such closure.

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

18.4.4 Week's pay means the ordinary weekly rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

19 **WORKPLACE FLEXIBILITY**

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

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

- 19.1.1.1 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 leave loading; and

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

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

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

19.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

19.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

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

- 19.3 The employer must ensure that the individual flexibility arrangement:
 - 19.3.1 is in writing; and
 - 19.3.2 includes the name of the employer and employee; and
 - 19.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 19.3.4 includes details of:
 - 19.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 19.3.4.2 how the arrangement will vary the effect of the terms; and
 - 19.3.4.3 how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - 19.3.5 states the day on which the arrangement commences.
- 19.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 19.5 The agreement may be terminated:
 - 19.5.1 by the employer or the individual employee giving 28 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 19.5.2 at any time, by written agreement between the employer and the individual employee.

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

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

- 20.1 The ordinary rate of pay for an adult employee is classified according to the structure set out in schedule A – Classification Structure and is effective from the first full pay period commencing on or after the date on which a valid majority of employees vote in favour of accepting this Agreement:

Classification	Ordinary Weekly Rate	Ordinary Hourly Rate
Level 1	\$763.02	\$20.0795
Level 2	\$789.90	\$20.7869
Level 3	\$799.79	\$21.0472
Level 4	\$819.57	\$21.5676
Level 5	\$880.56	\$23.1725
Level 6	\$997.33	\$26.2455

- 20.2 From the first pay period commencing 12 months on or after the increase in 20.1.

A 2.5% increase to the wage rates as prescribed by clause 20.1

Classification	Ordinary Weekly Rate	Ordinary Hourly Rate
Level 1	\$782.10	\$20.5815
Level 2	\$809.65	\$21.3066
Level 3	\$819.79	\$21.5734
Level 4	\$840.06	\$22.1068
Level 5	\$902.57	\$23.7518
Level 6	\$1,022.26	\$26.9017

- 20.3 From the first pay period commencing 12 months on or after the increase in 20.2.

A 2.5% increase to the wage rates as prescribed by clause 20.2.

Classification	Ordinary Weekly Rate	Ordinary Hourly Rate
Level 1	\$801.65	\$21.0961
Level 2	\$829.89	\$21.8393
Level 3	\$840.28	\$22.1127
Level 4	\$861.06	\$22.6594
Level 5	\$925.13	\$24.3456
Level 6	\$1,047.82	\$27.5742

20.4 Supported Wage System

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

20.5 National Training Wage

The provisions of Schedule C of the Meat Industry Award 2010 shall apply provided that the relevant rates of pay prescribed by clause 13 and clause 20 of this Agreement shall apply in lieu of those rates prescribed by Schedule C of the Meat Industry Award 2010.

21 GENERAL ALLOWANCES**21.1 Cold Temperature Allowance**

Where a person employed under this Agreement is required to work in a temperature artificially reduced below zero degrees Celsius the employee will be paid at the rate set out in the table below for every hour or part of an hour for which, in the aggregate, the employee is so required to work:

Temperature range (Celsius scale)	Rate per hour or part thereof
Below zero but not below -16 degrees	\$0.59
Below -16 degrees but not below -18 degrees	\$1.02
Below -18 degrees but not below -21 degrees	\$1.45
Below -21 degrees	\$1.97

21.2 Leading Hand

21.2.1 Where the employer appoints an employee, as a leading hand, such employee shall be paid \$23.07 per week in addition to the employee's appropriate ordinary weekly rate.

21.2.2 For the purposes of this clause a leading hand is defined as an employee who is in charge of other employees and is given responsibility which warrants such appointment.

21.3 First Aid allowance

An appropriately qualified employee, who acts instead of and performs the duties of a full-time first aid officer or nurse, must be paid a daily allowance of \$3.22.

21.4 Meal Allowance

An employee required to work overtime for one and a half hours or more after their rostered finishing time will be paid a meal allowance of \$14.70.

21.5 Travelling and Transfers

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

21.6 Unless otherwise specifically prescribed by other provisions of this Agreement, the allowances prescribed by this clause 21 shall not form part of an employee's all purpose rate of pay.

21.7 The allowances prescribed by clauses 21.1, 21.2, 21.3 and 21.4 shall be increased by the same percentage by which the ordinary weekly rates are increased in accordance with clause 20 of this Agreement.

22 OCCUPATIONAL SUPERANNUATION

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

22.1.1 AMIST my super established and governed by a trust deed dated 11 July 1986 as may be amended from time to time and includes any superannuation scheme which may be made in succession thereto; or

22.1.2 MIESF my super established and governed by a trust deed dated 3 April 1981, amended from time to time, and includes any superannuation scheme which may be in succession thereto.

22.2 Contributions to Superannuation

- 22.2.1 The employer in respect of an employee shall contribute to the Fund an amount as required by the relevant Federal Legislation as amended from time to time.
- 22.2.2 Despite the provisions of this clause a casual shall not qualify for such contributions until one calendar month after the employee has been first engaged and remains in the employment of the Company or who continues to seek regular employment as a casual for a period of one month or has been re-employed after the one month initial period of employment with the Company, whereupon the Company shall make on behalf of such employee contributions as defined herein from the date of first employment based on the aggregate usual time earnings within the one month period. Provided that during such calendar month contributions as defined herein need not be made by the Company on behalf of any employee whose usual time earnings, during the said calendar month do not exceed \$450.00 as prescribed by this Agreement.
- 22.2.3 Contributions to the Fund
- Providing the Fund set out in clause 22.1 of this Agreement remains an approved and complying superannuation fund, each employee upon being initially employed shall be given information regarding that Fund.
- 22.2.4 The Company shall pay to the Trustees of the fund thus nominated on behalf of each employee who is a member of such approved fund a contribution in accordance with the requirements of this Agreement.
- 22.2.5 All contributions and employee advice details shall be forwarded monthly to the appropriate fund.
- 22.2.6 All contributions shall be clearly identified on the employee's pay slip.

22.3 Salary Sacrifice

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

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

22.4 Cessation of Contributions

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

23 MIXED FUNCTIONS

An employee engaged for two hours or more on any day or shift on duties carrying a higher rate than the ordinary classification will be paid the higher rate for such day or shift, and if for less than two hours of the employee's total time worked on such day or shift, the employee will be paid for four hours at the rate of the higher classification and the balance of the employee's working time at the rate pertaining to the employee's ordinary classification.

24 PAYMENT OF WAGES

- 24.1 Wages will be paid to employees by electronic funds transfer on Thursday each week or as otherwise agreed between the parties.
- 24.2 Upon termination of employment, wages due to an employee will be paid no later than the next pay period, and their pay slip forwarded to them by post on the next working day.

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

25 HOURS OF WORK

- 25.1 The ordinary hours of work are to be an average of 38 per week but not exceeding 152 in 28 days unless otherwise agreed. Not more than ten ordinary hours may be worked in any day.
- 25.2 The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned, or by agreement with an individual employee.
- 25.3 The ordinary hours of work are to be worked continuously, except for meal breaks and any unpaid breaks prescribed by this Agreement, at the discretion of the employer between 6.00am and 8.00pm. The spread of hours (i.e. 6.00am to 8.00pm) may be altered by up to one hour at either end of the spread or by agreement between an employer and the majority of employees concerned or in appropriate circumstances between the employer and individual employee.
- 25.4 Notwithstanding the provisions of clauses 25.2 and 25.3 the ordinary hours of cleaners may be between the hours of 6.30am and midnight, or as otherwise agreed.
- 25.5 The minimum rate to be paid for a day worker for ordinary time worked between midnight on Friday and midnight on Saturday shall be time and a half.
- 25.6 The minimum rate to be paid for a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday shall be double time.
- 25.7 The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Saturday when the plants or sections are operating a four day 38 hour week. Such operations would be 9.5 ordinary hours of work per day four days per week on a rotating four day roster.
- 25.8 Except as elsewhere provided by this Agreement any hours worked outside the spread of an employee's usual hours of work must be paid at the relevant overtime rates.
- 25.9 Any work performed by an employee prior to the commencement of the spread of the employee's ordinary hours of work and which is continuous with the employee's ordinary hours of work for the purpose, for example, of getting the establishment in a state of readiness for processing, such work may be regarded as part of an employee's ordinary hours of work.
- 25.10 Where an employee's ordinary hours of work commence on one day and conclude on the next day, the ordinary hours of work of that employee shall be deemed to have all been worked on the day that the employee's ordinary hours of work began.
- 25.11 The employer shall notify the starting and finishing times of the ordinary hours of work for the general body of employees in each department or for the first employee to start in a department where the nature of the work involves a staggered start, and any special starting and finishing times of the ordinary hours of work of employees employed on preparatory work or on finishing off or cleaning up.

25.12 Methods of Arranging the Ordinary Hours of Work

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

Matters upon which agreement may be reached include:

- 25.12.1 how the hours are to be averaged within a roster established;
- 25.12.2 the duration of the roster for day workers provided that such duration does not exceed three months;
- 25.12.3 rosters which specify the starting and finishing times of working hours;
- 25.12.4 a period of notice of a rostered day off which is less than four weeks;

- 25.12.5 substitution of rostered day off;
- 25.12.6 accumulation of rostered days off;
- 25.12.7 arrangements which allow for flexibility in relation to the taking of rostered days off; and
- 25.12.8 arrangements of the ordinary hours of work overall.

25.13 Shiftwork

- 25.13.1 Shifts may be worked on any work covered by this Agreement.
- 25.13.2 The ordinary hours of work for shift workers must not exceed 152 hours in 28 consecutive days provided that by agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of the employee's usual hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months. In the absence of such agreement, by the employer giving not less than seven days' notice to each employee of such proposed change of times.
- 25.13.3 The ordinary hours of work are to be worked continuously, except for meal and any unpaid breaks as prescribed by this Agreement.
- 25.13.4 Except at changeover of shift an employee will not be required to work more than one shift in each 24 hours.
- 25.13.5 Shifts may be worked on a one-shift, two-shift or three-shift system.
- 25.13.6 Transfer of an employee from day work to shift work, or from shift work to day work, will be by agreement between the employer and the employee or upon 7 days notice.

25.14 Definition of shifts

- 25.14.1 Afternoon shift means any shift commencing at 2.00pm or after and finishing at or before midnight.
- 25.14.2 Night shift means any shift finishing subsequent to midnight and at or before 9.00am.
- 25.14.3 Fixed night shift means a night shift on which an employee is not allowed to rotate so as to give the employee at least one week in each three consecutive weeks on some other shift or shifts.
- 25.14.4 Day shift in a three-shift system means any shift finishing at or after 2.00pm and at or before 4.00pm.
- 25.14.5 Early morning shift means any shift commencing prior to 6.00am and finishing at or after 12 midday.

25.15 Shift allowances

- 25.15.1 An employee on afternoon shift will be paid the ordinary hourly rate for the classification in which the employee is employed under this agreement, plus 15% thereof.
- 25.15.2 An employee on night shift will be paid the ordinary hourly rate for the classification in which the employee is employed under this agreement, plus 25% thereof.
- 25.15.3 An employee on a fixed night shift will be paid the ordinary hourly rate of the classification in which the employee is employed under this agreement, plus 30% thereof.
- 25.15.4 A casual employee employed on shift work will receive the appropriate shift loading prescribed by this clause and an additional casual loading, as prescribed by clause 12.3.2 at the appropriate ordinary hourly rate.
- 25.15.5 Employees on an early morning shift will receive a 15% penalty allowance for each hour worked prior to 6.00am.

- 25.15.6 A shiftworker who works on an afternoon or night shift which does not continue for at least 38 hours of work in any pay week on afternoon or night shifts must be paid for each shift 50% for the first three hours and 100% for the remaining hours in addition to their ordinary rate.
- 25.16 A shift worker except when engaged on a three-shift system, may either be allowed:
- 25.16.1 A meal break of no less than 30 minutes per shift, or
- 25.16.2 A crib time of 30 minutes after working for no longer than six ordinary hours, which will be counted as time worked and to be taken at a time agreed between the employer and a majority of employees directly concerned.
- 25.17 Unless otherwise agreed, an individual employee who is required to alter their starting time to enable the management to make provision for replacement will be given at least 24 hours notice of the change.
- 25.18 Employees engaged on a three-shift system will rotate between shifts unless otherwise agreed between the employer and employees directly concerned.
- 25.19 Twelve hour days or shifts;
- By agreement between an employer and the majority of employees in the enterprise or part of the enterprise concerned, 12 hour days or shifts may be introduced subject to:
- 25.19.1 Proper health monitoring procedure be introduced;
- 25.19.2 Suitable roster arrangements being made;
- 25.19.3 Proper supervision being provided;
- 25.19.4 Adequate breaks being provided; and
- 25.19.5 An adequate trial or review process being undertaken.
- 25.20 Make-up time
- 25.20.1 An employee may elect, with the consent of their employer, to work make-up time, under which the employee takes time off in ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.
- 25.20.2 The employer must record make-up time arrangements in the time and wages records.
- 25.21 Breaks for other than shift workers
- 25.21.1 Meal Breaks
- 25.21.1.1 One 30 minute break, (20 minutes paid, 10 minutes unpaid) to be taken in the forenoon plus one 45 minute unpaid lunch break.
- 25.21.1.2 No employee will work for longer than six hours without a 30 minute unpaid meal break, unless otherwise agreed by the employee.
- 25.21.1.3 Any employee called upon to work during a meal interval will be paid at overtime rates for that period and overtime rates will continue until a meal break is allowed.
- 25.20.1 Rest Breaks
- In addition to the meal breaks, the employees will have four five minute unpaid breaks during normal shift. Two breaks before lunch and two after. Timing of the breaks will be by agreement.

25.22 Interruption of work

If an interruption of work for any cause occurs within twenty minutes of the commencement of a rest break or within twenty minutes of a normal meal break, the employer may direct that the rest break or meal break be taken forthwith or earlier by agreement. Provided that where there is a breakdown of machinery within one hour of the time of the normal meal break, the employer may require employees to have their meal break at an earlier time.

26 OVERTIME

26.1 All time worked outside the ordinary hours of work (including shifts) on any day will be deemed to be overtime and will be paid for at time and one half for the first three hours and double time thereafter.

26.2 The employer may require an employee to work reasonable overtime.

26.3 Saturday Work

All overtime hours worked on a Saturday shall be paid at the rate of time and one half for the first two hours and double time thereafter.

26.4 Sunday Work

All overtime hours worked on a Sunday shall be paid at double time with a minimum payment of four hours.

26.5 Time off in lieu of payment for overtime hours

26.5.1 Where an employee with the consent of the employer has accrued entitlement to time off in lieu of payment for overtime hours they will be able to use that entitlement for any leave purpose.

26.5.2 Time off in lieu must equate to the overtime hours rate when worked – that is, if the employee works one overtime hour and elects to take time off in lieu of payment the time off would equal one and half hours or, where the rate of pay for overtime hours is double time, two hours.

26.5.3 Banked hours equate to the dollar value at the time of the accrual and will be shown on an employees pay slip.

26.5.4 Overtime hours banked, will be banked at the appropriate hourly rate i.e. at time and one half or double time. The accrual will be as a dollar value and not a time value. This dollar amount can be made available to the employee upon request at the next available pay day.

26.5.5 Hours banked shall be paid at the rate of pay applicable to that employee at the time of accrual.

PART 6 - LEAVE ARRANGEMENTS

27 ANNUAL LEAVE

27.1 An employee, other than a casual, shall be entitled to annual leave as provided by Division 6 of Part 2-2 of the Fair Work Act 2009 provided that a shift worker as defined in clause 27.2 shall be entitled to an additional week of annual leave.

27.2 Definition of shiftworker

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

27.3 Payment for annual leave

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

27.3.1.1 For other than a shiftworker, 4/48 of their ordinary time earnings as defined in clause 27.3.2 paid during the period in respect of which the employee's annual leave accrued.

For a shiftworker as defined in clause 27.2, 5/48 of their ordinary time earnings as defined in clause 27.3.2 paid during the period in respect of which the shiftworker's annual leave accrued; and

27.3.1.2 any annual leave loading as provided in clause 27.4.

27.3.2 For the purpose of ascertaining ordinary time earnings in clause 27.3.1.1, the following are not included:

27.3.2.1 incentive-based payments;

27.3.2.2 bonuses;

27.3.2.3 loadings;

27.3.2.4 monetary allowances;

27.3.2.5 overtime;

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

27.3.2.7 shift allowances as prescribed by this Agreement;

27.3.2.8 any other separately identifiable amounts.

27.3.3 Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

27.4 Annual leave loading

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

27.4.2 A shift worker shall be paid the greater of the appropriate shift allowance as prescribed by clause 25.14 or the 17.5% loading as prescribed by clause 27.4.1 calculated at the appropriate rate of pay prescribed by clause 27.3.

27.4.3 Subject to the provisions of clause 27.4.5 the employer agrees to payment of the annual leave loading in respect of single day periods of annual leave taken by an employee as approved by the employer.

- 27.4.4 Except as provided by clause 27.5 no loading is payable on the termination of an employee's employment.
- 27.4.5 Where leave has been taken in advance:
- 27.4.5.1 An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
 - 27.4.5.2 An agreement must:
 - 27.4.5.3 State the amount of leave to be taken in advance and the date on which leave is to commence; and
 - 27.4.5.4 Be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
 - 27.4.5.5 The employer must keep a copy of any agreement under clause 27.4.5 as an employee record.
- 27.4.6 If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 27.4.5, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.
- 27.5 Annual close-down
- 27.5.1 Where an employer closes down the establishment or a section or sections of the establishment for the purpose of allowing annual leave to all or the bulk of the employees in the establishment or sections concerned, the employer should, where possible, give the employees concerned not less than three months' notice of the employer's intention to stand down for the duration of the close-down all employees in the plant or sections concerned.
 - 27.5.2 For those employees who have not qualified for annual leave in accordance with clause 27 Annual Leave, paid leave on a proportionate basis at the appropriate rate of pay and loading prescribed by clauses 27.3 and 27.4 will be granted.
 - 27.5.3 An employee who has then qualified for annual leave in accordance with clauses 27.1 or 27.2 and has also completed a further month or more of continuous service will be allowed leave and will also be paid leave on a proportionate basis for the period worked since the close of the employee's last 12 monthly qualifying period.
 - 27.5.4 The next 12 month qualifying period for each employee affected by the close-down will commence from the day on which the plant or section concerned is reopened for work. Provided that all time during which an employee is stood off without pay for the purposes of this clause will be deemed to be time of service in the next 12 monthly qualifying period.
 - 27.5.5 If in the first year of service with an employer an employee is allowed proportionate annual leave under clause 27.5.2, and subsequently within such year leaves employment or employment is terminated by the employer through no fault of the employee, the employee will be entitled to the benefit of clause 27.3 subject to the adjustment for any proportionate leave which may have been allowed.
- 27.6 Unless the employee otherwise agrees, at least 14 (fourteen) days notice shall be given to an employee as to when the employee is to commence leave
- 27.7 Excessive leave accruals: general provisions
- 27.7.1 An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker, as defined by clause 27.2).

- 27.7.2 If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- 27.7.3 Clause 27.8 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- 27.8 Excessive leave accruals: direction by employer that leave be taken
 - 27.8.1 If an employer has genuinely tried to reach agreement with an employee under clause 27.7.2 but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
 - 27.8.2 However, a direction by the employer under clause 27.8.1:
 - 27.8.3 is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 27.7 or 27.8 or otherwise agreed by the employer and employee) are taken into account; and
 - 27.8.4 must not require the employee to take any period of paid annual leave of less than one week; and
 - 27.8.5 must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - 27.8.6 must not be inconsistent with any leave arrangement agreed by the employer and employee
 - 27.8.7 The employee must take paid annual leave in accordance with a direction under clause 27.8.1 that is in effect.
 - 27.8.8 An employee to whom a direction has been given under clause 27.8.1 may request to take a period of paid annual leave as if the direction had not been given.
- 27.9 Cashing out annual leave
 - 27.9.1 The employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued paid annual leave, provided that the agreement does not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
 - 27.9.2 Each agreement to cash out a particular amount of paid leave must be a separate agreement in writing; and
 - 27.9.3 The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

28 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

- 28.1 Personal/carer's leave and compassionate leave is as provided in Division 7 of Part 2-2 of the Fair Work Act 2009 provided that an employee is entitled to accrue an amount of paid personal/carer's leave, for each completed 4 week period of continuous service with the employer, of 1/26 of the number of ordinary hours worked by the employee for the employer during the four week period. An employee whose ordinary hours are worked each week over a twelve month period will accrue ten days personal/carer's leave over that period which shall be paid at the employee's ordinary hourly rate as prescribed by clause 4.7 of this Agreement.
- 28.2 Cashing out personal/carer's leave.
 - 28.2.1 The employer and an employee may agree to the employee cashing out a particular amount of the employee's accrued personal/carer's leave, provided that the agreement does not result in the employee's remaining accrued entitlement to paid personal/carer's leave being less than 15 days; and

- 28.2.2 Each agreement to cash out a particular amount of paid personal/carer's leave must be a separate agreement in writing; and
- 28.2.3 The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the personal/carer's leave that the employee has foregone.
- 28.2.4 Where an employee's employment is terminated by the employer or by the employee on account of the employee's permanent retirement or after 10 years' service, at the discretion of the employer, the employer shall pay to the employee all outstanding personal/carer's leave at the rate prescribed by clause 28.2.3 of this Agreement.

29 LONG SERVICE LEAVE

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

30 PUBLIC HOLIDAYS

- 30.1 Employees, other than casuals, will be entitled to the following public holidays without loss of pay for ordinary rostered hours.
- 30.2 New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Employees Production Bonus Day and any day proclaimed, observed and gazette as a public holiday in the state of New South Wales.
- 30.3 Employees Production Bonus Day shall be observed on a date nominated by the company and taken prior to the Christmas break each year.
- 30.4 Where a part-time employee's normal ordinary hours fall on a public holiday prescribed herein and the employer does not require the employee to perform work on that day, the employee shall not lose ordinary pay for the day. Where the employee works on the holiday, such employee shall be paid in accordance with 30.6 as is appropriate.
- 30.5 An employer, with the agreement of the employee or employees, may substitute another day for any prescribed in this clause.
- 30.6 Payment for work on public holidays
 - 30.6.1 Employees including casuals who work on:
 - 30.6.1.1 Christmas Day and/or Anzac Day will be paid at double time for all time worked;
 - 30.6.1.2 Good Friday will be paid for all time worked at the rate of time and one half for the first four hours and double time thereafter based on the ordinary hourly rate.
 - 30.6.1.3 The following public holidays, Queens Birthday, Labour Day, Employee Production Bonus Day under this agreement, should the company because of production and customer requirements elect to work, will be worked at the ordinary rate of pay.
 - 30.6.1.4 For each hour worked on the public holidays in clause 30.6.1.3 an additional 1.3125 hours (not incurring Annual Leave Loading) will be added to an employee's leave accrual bank.

- 30.6.1.5 The company will give employees 2 weeks' notice of their intent and 1 weeks' notice to confirm should the company be required to process on any of the public holidays in clause 30.6.1.3.
- 30.6.1.6 Understanding that customer demand and requirements may provide the company with minimal notice, any shorter period of notice than stated in clause 30.6.1.5 will only be by mutual agreement with the company, employees and the union.
- 30.6.1.7 Any other public holiday will be paid at time and one half for the first two hours and double time thereafter based on the ordinary hourly rate.
- 30.6.2 The above payments will be in addition to the ordinary weekly, daily or hourly rate of pay as appropriate.
- 30.6.3 Notwithstanding any other provision of this clause, when an employee agrees to work on a public holiday which is part of their ordinary working week, they will be paid at the rate prescribed by this clause for the particular holiday, or by agreement between the employee and employer, the employee may be paid the appropriate ordinary rate and given equivalent ordinary time off in lieu within 28 days of the holiday occurring unless other arrangements are agreed to.
- 30.6.4 If an employee other than a casual employee is dismissed within fourteen days before any of the holidays and is re-engaged within fourteen days after any of the holidays the employee will be deemed to have been dismissed for the purpose of evading payment for such holiday and any payment so evaded will be due and payable to the employee.
- 30.6.5 Employees who ordinarily receive rostered days off shall not be required to take such rostered days off on a day which is to be observed as a public holiday.

31 PARENTAL LEAVE AND RELATED ENTITLEMENTS

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

32 COMMUNITY SERVICE LEAVE

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

33 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

33.1 This clause applies to all employees, including casuals.

33.2 Definitions

33.2.1 In this clause:

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

family member means:

- 33.2.1.1 a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- 33.2.1.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- 33.2.1.3 a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

- 33.2.2 A reference to a spouse or de facto partner in the definition of family member in clause 33.2.1 includes a former spouse or de facto partner.

33.3 Entitlement to unpaid leave

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

- 33.3.1 the leave is available in full at the start of each 12 month period of the employee's employment; and
- 33.3.2 the leave does not accumulate from year to year; and
- 33.3.3 is available in full to part-time and casual employees.

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

33.4 Taking unpaid leave

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

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

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

33.5 Service and continuity

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

33.6 Notice and evidence requirements

33.6.1 Notice

An employee must give their employer notice of the taking of leave by the employee under clause 33. The notice:

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

33.6.2 Evidence

An employee who has given their employer notice of the taking of leave under clause 33 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 33.4.

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

33.7 Confidentiality

- 33.7.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 33.6 is treated confidentially, as far as it is reasonably practicable to do so.

- 33.7.2 Nothing in clause 33 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

33.8 Compliance

An employee is not entitled to take leave under clause 33 unless the employee complies with clause 33.

PART 7 - MISCELLANEOUS PROVISIONS

34 EMPLOYEE PROTECTIVE CLOTHING AND EQUIPMENT

- 34.1 An employee who is employed in a position requiring the use of knives and any other associated equipment, shall provide their own knives and other associated equipment at their own expense. This equipment is required to be cleaned and maintained in accordance with the requirements of the employer and Department of Agriculture and Water Resources regulations.
- 34.2 The employee shall wear work clothes; protective clothing and safety equipment in accordance with the requirements of the employer. The employer shall provide the employee with such clothing at the expense of the employer.
- 34.3 Any clothing or safety equipment the employer provides to the employee remains the property of the employer.
- 34.4 The employee is responsible for taking 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.
- 34.5 The employee shall return all work clothes, protective clothing and safety equipment to the laundry drop off point at the end of the employee's shift.
- 34.6 If an employee fails to take reasonable care of or return all clothing and equipment when requested, the employer may deduct, after investigation with the employee and union delegate, from the employee's next weekly remuneration payment an amount of money equivalent to the value of such clothing and equipment.

SCHEDULE A – CLASSIFICATION STRUCTURE


SLAUGHTER FLOOR		
Position	Level	Indicative Tasks
Induction	1	General induction at casino site
Laundry/Kitchen/Export Bags	2	Sort clothes, cook smoko and lunch stamp export bags
Loader	2	Marshall bodies for scanning
Red Offal	2	General offal trimmer
Red Offal	2	General offal trimmer
Green Offal - scalding/packing	2	Weighing scalding and packing
Raceway	2	Load pigs into co2 machine
Flares	2	Removal of flare fat
Carcase Wash	2	
Floor person	2	Clean floor/collect pet food
Offal wash	2	Wash red offal for transfer to red offal room
Loader	3	Scan, carry/load
Loader	3	Scan, carry/load
Green Offal - Sweets	3	Remove sweet intestine from gut
Green Offal - Maws/Rectums	3	Trim/pre clean maws and rectums
Laneway	3	Pigs from to forcing race
Gambrelling 2	3	Incise front trotters assist in moving carcasses for hanging
Shaving	3	Remove excess hair
Shaving	3	
Ears	3	Remove ear and eyelashes
Brisket/ Tongue drop	3	Break brisket and drop tongue
Chiller Hand	3	
Chiller Hand	3	
Offal Inspection Prep.	3	Separate red offal from viscera for inspection
Offal cut up	3	Separate green offal from by products
Offal pick up	3	Collection of offal from trim to standard. Wash transfer to red room
Offal L/O	4	Frozen carton load out
Red Offal	4	Red offal room computer
Forklift/ Hooks	4	Wash hooks transport MAM to truck
Forklift/ Hooks	4	Wash hooks transport MAM to truck
Gambrelling 1	4	Insert hook for hanging on processing chain
FQ - CCP	4	Hygiene trimmer (lower)
HQ - CCP	4	Hygiene trimmer (top)
Trim to Standard	4	AusMeat trim to customer spec
Supervisor/ Loader	5	
Stockperson	5	Livestock receipt/book in
Sticker/shackler	5	Sticking/shackling combined
Gland removal	5	Remove glands from head/jowl
Bunging	5	Remove testicles drop and bag bung
Evisceration	5	Remove viscera from body
Evisceration	5	Remove viscera from body
Retain Rail	5	Process retained/contaminated bodies
P2/backdown	5	Fat measurement and backdown
Scales/Grading	5	
Scales/Grading	5	
Saw	5	
Processing Floor Supervisor	6	A level 6 employee carries out task over and above level 5 and is competent in all level 5 tasks

BONING ROOM		
Position	Level	Indicative Tasks
Packer	2	General packing, carton making
Cryovac operator	4	Cryovac operation
Slicers	4	general slicing to spec
Pre trim	4	carcass pre trim
Sawyer	4	carcass break up/ Bandsaw
Scales operator	4	carton weighing and labelling
Whizzard knife	4	whizzard knife operation
Boners	5	Boner not yet fully competent
Boners	6	Boner all cuts

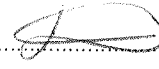
35 SIGNATORIES TO THE AGREEMENT

35.1 The Company

Signed for and on behalf of **Northern Co-Operative Meat Company Ltd, trading as Booyong Service Processing**
ABN: 42 060 208 366

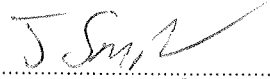
Signed: 
Name: Simon Stahl
Address: 17 Pagettos Ridge Road
Position: CEO
Date: 12-8-20

Witness


Signed: 
Name: Daniel Smith
Address: 77 Barker St, Casino NSW 2470
Position: Group HR Manager
Date: 12-8-2020

35.2 The Union

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

Signed: 
Name: Justin Smith
Address: 35 Kyles Drive East Ballina 2478
Position: Secretary
Date: 14-8-2020

Witness

Signed: 
Name: Patrick Elliott
Address: 1/12 Barr. South Drive
Position: Organiser
Date: 14-8-2020

IN THE FAIR WORK COMMISSION

FWC Matter No:
AG2020/2452

Applicant:
Northern Co-Operative Meat Company Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Dan Smith, Group HR Manager have the authority given to me by Northern Co-Operative Meat Company Ltd to give the following undertakings with respect to the Northern Co-Operative Meat Company Ltd – Booyong Service Processing Enterprise Agreement 2020 (“the Agreement”)

1. Clause 28.1 – Personal/carer’s leave

The employer undertakes that clause 7 of the Agreement, the NES precedence clause, prevails over the provisions of clause 28.1 of the Agreement

2. Clause 15.5 – Abandonment

The employer undertakes that clause 7 of the Agreement, the NES precedence clause, prevails over the provisions of clause 15.5 of the Agreement

3. Clause 15.1 – Serious Misconduct

The employer undertakes that clause 7 of the Agreement, the NES precedence clause, prevails over the provisions of clause 15.1 of the Agreement

4. Clause 27.4.4 – Annual Leave Loading

The employer undertakes that the provisions of clause 25.5(d) of the Meat Industry Award 2020 shall apply in lieu of 27.4 of the Agreement

That clause prescribes as follows: -

“No annual leave loading is due for a period of leave paid out which is less than one year”

5. Clause 22.2.2 – Superannuation payments to casuals in first month of employment

The employer undertakes that in lieu of the provisions of clause 22.2.2 of the Agreement the employer will apply the provisions of clause 27(2) of Part 3 of the Superannuation Guarantee Administration Act (SGAA1992) which provides as follows: -

“If an employer pays an employee less than \$450 by way of salary or wages in a calendar month, the salary or wages so paid are not to be taken into account for the purposes of making a calculation, in relation to the employer and the employee, under section 19 of the SGAA1992.”

This is consistent with the Meat Industry Award 2020 which, inter alia, refers to the SGAA1992.

6. Clause 20.4 – Supported Wage Employees

The employer undertakes to pay supported wage employees \$2.00 more per week than they would otherwise be paid under the Meat Industry Award 2020

7. Clause 36.5 – Time off in Lieu (TOIL) provisions

The employer undertakes that the following provisions will apply in relation to overtime hours banked in accordance with clause 26.5 of the Agreement

“If time off for overtime that has been worked is not taken within 6 months after the overtime is worked, the employer must pay the employee, for the overtime in the next pay period following those 6 months, at the overtime rate applicable to the overtime worked.”

“If, on termination of the employee’s employment, time off for overtime worked by the employee, has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.”

These provisions are consistent with clauses 22.2(e) and 22.2(h) of the Meat Industry Award 2020.

8. Clause 23.5 – Ordinary hours worked on Saturday and Sunday

Clause 25.2 of the Agreement is the correct reference in relation to this matter.

Clauses 25.5 and 25.6 of the Agreement prescribe the penalties that would apply for employees who work ordinary hours on a Saturday and Sunday

Those penalties are consistent with the penalties that would apply under the Meat Industry Award 2020

9. Clause 20.5 National Training Wage

Due to recent amendments to the Meat Industry Award 2020 (PR720159) this clause in the Agreement should have referred to clause 16.11 in the award instead of Schedule C

The employer undertakes that comparable provisions to those prescribed by clause 16.11 of the Award shall apply in lieu of those in clause 20.5 of the Agreement

Those provisions are as follows: -

“Schedule E to the Miscellaneous Award 2020 sets out minimum wage rates and conditions for employees undertaking traineeships.”

“This Agreement incorporates the terms of Schedule E to the Miscellaneous Award 2020 as at July 2019. Provided that any reference to “this award” in schedule E to the Miscellaneous Award 2020 is to be read as referring to this Agreement and not the Miscellaneous Award 2020.”

A handwritten signature in purple ink, appearing to be "J. Smith", is written over a horizontal line.

Signature

15th September 2020

Date