

DECISION

Fair Work Act 2009
s.185—Enterprise agreement



Northern Co-operative Meat Company Ltd
(AG2021/4258)

CASINO HIDE TANNERS ENTERPRISE AGREEMENT 2020

Manufacturing and associated industries

COMMISSIONER YILMAZ

MELBOURNE, 12 APRIL 2021

Application for approval of the Casino Hide Tanners Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Casino Hide Tanners Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Northern Co-operative Meat Company Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] I observe that clauses 15 and 16.2 of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 6 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

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

[5] The Agreement is approved and in accordance with s.54, will operate from 19 April 2021. The nominal expiry date of the Agreement is 11 April 2024.



COMMISSIONER

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<AE511059 PR728547>



Casino Hide Tanners

Enterprise Agreement

2020

22 February 2020

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

This Agreement shall be known as the Casino Hide Tanners Enterprise Agreement 2020.

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3 DEFINITIONS

- 3.1 "Act" shall mean the Fair Work Act 2009.
- 3.2 "Company" shall mean the Northern Co-Operative Meat Company Ltd, trading as Casino Hide Tanners, ABN 42 060 208 366.
- 3.3 "Double Time" shall mean the employee's ordinary hourly rate as prescribed by clause 19 increased by 100%.
- 3.4 "Employee" shall mean an employee of the Company to whom this Agreement applies.
- 3.5 "Employer" shall mean the Northern Co-Operative Meat Company Ltd, trading as Casino Hide Tanners, ABN 42 060 208 366.
- 3.6 "FWC" shall mean the Fair Work Commission.
- 3.7 "Ordinary Hourly Rate" shall mean the ordinary weekly rate as prescribed in clause 19 of this Agreement divided by 38.
- 3.8 "Ordinary Hours of Work" shall mean the hours of work as prescribed by clause 23 of this Agreement.
- 3.9 "Ordinary Weekly Rate" shall mean the ordinary weekly rate as prescribed by clause 19 of this Agreement.

The ordinary weekly rates incorporate all award, over award and non-award payments which might otherwise be payable.
- 3.10 "Roster" shall mean the period (day/s) in a week during which an employee is required to perform their ordinary hours of work.
- 3.11 "Time and one half" shall mean the employee's ordinary hourly rate as prescribed by clause 19 increased by 50%.
- 3.12 "Union" shall mean the Australasian Meat Industry Employees Union – Newcastle and Northern Branch.
- 3.13 "Unrostered overtime performed by a tanner" shall mean overtime that was not scheduled in a tanner's regular and/or usual roster, provided that any and all overtime performed by a tanner on a Sunday shall be regarded as rostered overtime and be paid at the ordinary hourly rate.
- 3.14 "Week" shall mean Monday to Sunday inclusive.

4 PERIOD OF OPERATION

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

5 APPLICATION OF AGREEMENT

- 5.1 This Agreement is made in accordance with the provisions of the Fair Work Act 2009 and except as prescribed by clause 5.4 hereof, applies to the Northern Co-Operative Meat Company Ltd trading as Casino Hide Tanners and all its employees for whom rates of pay and general conditions of employment are prescribed herein who are employed at its tannery facility located at Summerland Way, Casino in the state of New South Wales.
- 5.2 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.
- 5.3 This Agreement applies in substitution for all prior Agreements and any modern Award covering the Company and its employees mentioned in clause 5.1 but is subject to the National Employment Standards.

- 5.4 This Agreement does not cover nor does it apply to any employee of the Company who is engaged in managerial, supervisory or maintenance duties.

6 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.

7 INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 7.1 The employer and an employee covered by this enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 7.1.1 the agreement deals with 1 or more of the following matters:
 - 7.1.1.1 arrangements about when work is performed;
 - 7.1.1.2 overtime rates;
 - 7.1.1.3 penalty rates;
 - 7.1.1.4 allowances;
 - 7.1.1.5 leave loading; and
 - 7.1.2 the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in clause 7.1.1; and
 - 7.1.3 the arrangement is genuinely agreed to by the employer and employee.
- 7.2 The employer must ensure that the terms of the individual flexibility arrangement:
- 7.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 7.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 7.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3 The employer must ensure that the individual flexibility arrangement:
- 7.3.1 is in writing; and
 - 7.3.2 includes the name of the employer and employee; and
 - 7.3.3 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
 - 7.3.4 includes details of:
 - 7.3.4.1 the clauses of the enterprise Agreement that will be varied by the arrangement; and
 - 7.3.4.2 how the arrangement will vary the effect of the clauses; and
 - 7.3.4.3 how the employee will be better off overall in relation to the terms and conditions of the employee's employment as a result of the arrangement; and
 - 7.3.5 states the day on which the arrangement commences.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The employer or employee may terminate the individual flexibility arrangement:

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

8 CONSULTATION

- 8.1 This clause applies if the employer:
 - 8.1.1 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
 - 8.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- 8.2 For a major change referred to in paragraph 8.1.1:
 - 8.2.1 the employer must notify the relevant employees of the decision to introduce the major change; and
 - 8.2.2 clauses 8.3 to 8.9 apply.
- 8.3 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 8.4 If:
 - 8.4.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 8.4.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 8.5 As soon as practicable after making its decision, the employer must:
 - 8.5.1 discuss with the relevant employees:
 - 8.5.1.1 the introduction of the change; and
 - 8.5.1.2 the effect the change is likely to have on the employees; and
 - 8.5.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - 8.5.2 for the purposes of the discussion—provide, in writing, to the relevant employees:
 - 8.5.2.1 all relevant information about the change including the nature of the change proposed; and
 - 8.5.2.2 information about the expected effects of the change on the employees; and
 - 8.5.2.3 any other matters likely to affect the employees.
- 8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

- 8.8 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 8.2.1 and clauses 8.3 and 8.5 are taken not to apply.
- 8.9 In this clause, a major change is likely to have a significant effect on employees if it results in:
- 8.9.1 the termination of the employment of employees; or
 - 8.9.2 major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - 8.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - 8.9.4 the alteration of hours of work; or
 - 8.9.5 the need to retrain employees; or
 - 8.9.6 the need to relocate employees to another workplace; or
 - 8.9.7 the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 8.10 For a change referred to in clause 8.1.2
- 8.10.1 the employer must notify the relevant employees of the proposed change; and
 - 8.10.2 clauses 8.11 to 8.15 apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 8.12 If:
- 8.12.1 a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - 8.12.2 the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 8.13 As soon as practicable after proposing to introduce the change, the employer must:
- 8.13.1 discuss with the relevant employees the introduction of the change; and
 - 8.13.2 for the purposes of the discussion—provide to the relevant employees:
 - 8.13.2.1 all relevant information about the change, including the nature of the change; and
 - 8.13.2.2 information about what the employer reasonably believes will be the effects of the change on the employees; and
 - 8.13.2.3 information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - 8.13.3 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).
- 8.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

8.16 In this clause:

relevant employees means the employees who may be affected by a change referred to in clause 8.1.

9 DISPUTE RESOLUTION

9.1 If a dispute relates to:

9.1.1 a matter arising under the 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 a representative 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.
- 9.8 Dispute resolution procedure training leave
- 9.8.1 Subject to clauses 9.8.7, 9.8.8 and 9.8.9, an eligible employee representative is entitled to, and the employer must grant, up to five days training leave with pay to attend courses which are directed at the enhancement of the operation of the dispute resolution procedure including its operation in connection with this Agreement and with the Act, or with any relevant agreement which provides it is to be read in conjunction with this Agreement.
- 9.8.2 An eligible employee representative must give the employer six weeks' notice of the employee representative's intention to attend such courses and the leave to be taken, or such shorter period of notice as the employer may agree to accept.
- 9.8.3 The notice to the employer must include details of the type, content and duration of the course to be attended.
- 9.8.4 The taking of such leave must be arranged having regard to the operational requirements of the employer so as to minimise any adverse effect on those requirements.
- 9.8.5 An eligible employee representative taking such leave must be paid the wages the employee would have received in respect of the ordinary time the employee would have worked had they not been on leave during the relevant period.
- 9.8.6 Leave of absence granted pursuant to clause 9.8 – Dispute resolution procedure training leave counts as service for all purposes of this Agreement.
- 9.8.7 For the purpose of determining the entitlement of employee representatives to dispute resolution procedure training leave, an eligible employee representative is an employee:
- 9.8.7.1 who is an employee representative duly elected or appointed by the employees to whom this Agreement applies, for the purpose of representing those employees in the dispute resolution procedure; and
- 9.8.7.2 who is within the class and number of employee representatives entitled from year to year to take paid dispute resolution procedure training leave according to the following quota table:

Number of employees employed by the employer in the employer's tannery facility	Maximum number of eligible employee representatives entitled per year
5 – 15	1
16 – 30	2
31 – 50	3
51 – 90	4
More than 90	5

- 9.8.8 Where the number of eligible employee representatives exceeds the quota at any particular time, priority of entitlement for the relevant year must be resolved by agreement between those entitled or, if not agreed, be given to the more senior of the employee representatives otherwise eligible who seeks leave.
- 9.8.9 For the purpose of applying the quota table, employees employed by the employer in an enterprise or workplace are full-time and part-time employees, and casual employees with six months or more service, covered by this Agreement.

10 CONSULTATIVE COMMITTEE

10.1 Name of Committee:

Casino Hide Tanners Consultative Committee.

10.2 Membership

The Consultative Committee shall have four employer and four employee representatives.

10.2.1 Employer and employee representatives:

Employer representatives shall be nominated by the employer.

Employee representatives will be elected by employees to whom this Agreement applies.

10.3 Sub-committees

Employee representatives shall appoint four members to represent employees at the regular Consultative Committee meetings.

The Consultative Committee may also appoint special purposes sub-committees to collect information, assess issues and provide reports for consideration by the Consultative Committee and or the employer.

10.4 Tenure of Office

Unless otherwise decided by a General Meeting of employees, each employee member of the Committee will hold office until six (6) months prior to the nominal expiry date of this Agreement.

Employer representatives may be appointed or changed as determined from time to time by the Company.

A person shall cease to be a member of the Consultative Committee once their employment with the Company is terminated.

10.5 Confidentiality

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

10.6 Agreements Entered Into

Any agreements, including production agreements, entered into and signed by the Consultative Committee, the Company and the Union shall be binding on the parties, provided that no agreement shall have any effect to the extent that it operates to reduce any term or condition of employment covered by this Agreement, and provided further that such Agreements shall not contain matters which are prohibited by the Act from being contained in a Enterprise Agreement.

PART 2 – TYPES OF EMPLOYMENT, TERMINATION OF EMPLOYMENT AND EMPLOYER AND EMPLOYEE DUTIES

11 FULL-TIME EMPLOYMENT

Any employee not specifically engaged as being a part-time or casual employee is for all purposes of this Agreement a full-time employee, unless otherwise specified in this Agreement.

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

12 PART-TIME EMPLOYMENT

12.1 An employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.

12.2 A part-time employee must be engaged for a minimum of three consecutive hours a shift. In order to meet their personal circumstances, a part-time employee may request and the employer may agree to an engagement for less than the minimum of three hours.

12.3 Before commencing part-time employment, the employee and the employer must agree in writing:

12.3.1 on the hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for the work; and

12.3.2 on the classification applying to the work to be performed in accordance with Schedule A.

12.4 The terms of the agreement in clause 12.3 may be varied by consent in writing.

12.5 The agreement under clause 12.3 or any variation to it under clause 12.4 must be retained by the employer and a copy of the agreement and any variation to it must be provided to the employee by the employer.

12.6 The provisions of clauses 12.3, 12.4 and 12.5 shall not apply when an employee is notified of a change to their roster and/or their ordinary hours of work in accordance with clause 18.7.

12.7 Except as otherwise provided in this Agreement, a part-time employee must be paid for the hours agreed on in accordance with clauses 12.3 and 12.4.

12.8 The terms of this Agreement will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.

12.9 A part-time employee who is required by the employer to work in excess of the hours agreed under clauses 12.3 and 12.4 must be paid overtime in accordance with clause 26 Overtime.

12.10 Public holidays

12.10.1 Where the part-time employee's normal paid hours fall on a public holiday prescribed by clause 30 and work is not performed by the employee, such employee must not lose pay for the day.

12.10.2 Where the part-time employee works on the public holiday, the part-time employee must be paid in accordance with clauses 23.1.5, 24.5 and 26.8.

13 CASUAL EMPLOYMENT

13.1 A casual employee is one engaged and paid as such. A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of one thirty-eighth of the ordinary weekly wage prescribed in clause 19 for the work being performed plus a casual loading of 25%.

13.2 On each occasion a casual employee is required to attend work the employee must be paid for a minimum of four hours work. In order to meet their personal circumstances a casual employee

may request and the employer may agree to an engagement for less than the minimum of four hours.

- 13.3 The employer when engaging a casual must inform the employee that they are employed as a casual, stating by whom the employee is employed, the classification level and rate of pay and the likely number of hours required.

13.4 Casual conversion to full-time or part-time employment

- 13.4.1 A casual employee, other than an **irregular casual employee**, who has been engaged by the employer for a sequence of periods of employment under this Agreement during a period of six months, thereafter has the right to elect to have their contract of employment converted to full-time or part-time employment if the employment is to continue beyond the conversion process.
- 13.4.2 The employer must give the employee notice in writing of the provisions of clause 13.4 within four weeks of the employee having attained such period of six months. The employee retains their right of election under clause 13.4 if the employer fails to comply with clause 13.4.2.
- 13.4.3 Any such casual employee who does not within four weeks of receiving written notice elect to convert their contract of employment to full-time or part-time employment is deemed to have elected against any such conversion.
- 13.4.4 Any casual employee who has a right to elect under clause 13.4.1, on receiving notice under clause 13.4.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that they seek to elect to convert their contract of employment to full-time or part-time employment, and within four weeks of receiving such notice the employer must consent to or refuse the election but must not unreasonably so refuse.
- 13.4.5 Once a casual employee has elected to become and been converted to a full-time or part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 13.4.6 If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with clause 13.4.4, the employer and employee must, subject to clause 13.4.4, discuss and agree on:
- 13.4.6.1 which form of employment the employee will convert to, being full-time or part-time; and
- 13.4.6.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked, as set out in clause 12 Part-time employment.
- 13.4.7 An employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed on between the employer and employee.
- 13.4.8 Following such agreement being reached, the employee converts to full-time or part-time employment.
- 13.4.9 Where, in accordance with clause 13.4.4 the employer refuses an election to convert, the reasons for doing so must be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement.
- 13.4.10 By agreement between the employer and the majority of the employees in the relevant workplace or a section or sections of it, or with the casual employee concerned, the employer may apply clause 13.4.1 as if the reference to six months is a reference to 12

months, but only in respect of a currently engaged individual employee or group of employees. Any such agreement reached must be kept by the employer as a time and wages record. Any such agreement reached with an individual employee may only be reached within the two months prior to the period of six months referred to in clause 13.4.1.

13.4.11 For the purposes of clause 13.4.1, an irregular casual employee is one who has been engaged to perform work on an occasional or non-systematic or irregular basis.

13.5 An employee must not be engaged and re-engaged to avoid any obligation under this Agreement.

14 JUNIORS

A Junior employed in any classification covered by this Agreement shall be paid the following percentage of the Level 1 ordinary weekly rate as prescribed by clause 19.

Age	% of Level 1 Rate
At 16 years of age	50
At 17 years of age	75

15 ABANDONMENT OF EMPLOYMENT

15.1 The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer is prima facie evidence that the employee has abandoned their employment.

15.2 If within a period of 14 days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the employer that they were absent for reasonable cause, the employee is deemed to have abandoned their employment.

15.3 Termination of Employment by abandonment in accordance with clause 15 Abandonment of Employment operates as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

16 TERMINATION OF EMPLOYMENT

16.1 Notice of termination is provided for in the NES which, subject to those provisions, includes the following termination of employment notice schedule:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but 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.

16.2 Notice of termination by 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 NES, 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.

16.3 Job search entitlement

Where an employer has given notice of termination to an employee, an 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.

17 REDUNDANCY

- 17.1 Redundancy pay is provided for in the NES which, subject to those provisions, includes the following severance pay schedule:

Years of service	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
At least 10 years	12 weeks

18 EMPLOYER AND EMPLOYEE DUTIES

- 18.1 Unless a provision of this Agreement or the Act states otherwise, an employee not attending for duty loses their pay for the actual time of such non-attendance.
- 18.2 The employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- 18.3 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 18.4 Any direction issued by the employer under clause 18 Employer and Employee Duties must be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 18.5 Employees are required to ensure at all times that hides remain in a safe and sound condition and are not permitted to deteriorate to a level that the quality of the material is threatened or damaged. This clause is intended to cover all stages of the preservation and tanning process. The required standard is determined by the employer.
- 18.6 A forklift driver shall assist in other tasks as required.
- 18.7 Each employee is required to be at their work station and be ready to commence at their rostered starting time.
Rosters for the following day shall be displayed and updated by 1.00pm each day.
- 18.8 Suitably qualified employees shall be responsible for the maintenance of selected tannery plant and equipment.
- 18.9 In cases where an employee will be absent from work for any reason:
- 18.9.1 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

- 18.9.2 If it is not practicable to notify the employer under clause 18.9.1 prior to commencement, the employee shall notify the employer as soon as practicable thereafter; and
- 18.9.3 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
- 18.9.4 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 18.9, 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.

PART 3 – WAGES AND RELATED MATTERS**19 WAGE RATES**

19.1 The ordinary weekly rates prescribed in this clause are based on 38 ordinary hours of work performed each week or an average thereof except for an employee who is employed as a Tanner in accordance with clause 19.2 and clause 24.6.

19.1.1 The ordinary rate of pay for an adult employee is classified according to the structure set out in Schedule A – Classification 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	\$865.59	\$22.78
Level 2	\$911.14	\$23.98
Level 3	\$959.09	\$25.24
Level 4	\$1,032.40	\$27.17

19.1.2 From the first full pay period commencing twelve months on or after the increase in clause 19.1.1.

Classification	Ordinary Weekly Rate	Ordinary Hourly Rate
Level 1	\$883.77	\$23.26
Level 2	\$930.27	\$24.48
Level 3	\$979.23	\$25.77
Level 4	\$1,054.09	\$27.74

19.1.3 From the first full pay period commencing twelve months on or after the increase in clause 19.1.2.

Classification	Ordinary Weekly Rate	Ordinary Hourly Rate
Level 1	\$902.33	\$23.75
Level 2	\$949.81	\$25.00
Level 3	\$999.79	\$26.31
Level 4	\$1,076.22	\$28.32

19.2 Annualised salary for tanning staff

19.2.1 The annual salary of an employee working as a tanner on the loft is classified according to the structure set out in Schedule A – Classification 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	Annual salary	Ordinary weekly	Ordinary hourly
Tanner with formal tanning qualifications	\$71,273	\$1,370.64	\$38.07
Tanner without formal tanning qualifications	\$65,857	\$1,266.47	\$35.18

19.2.2 From the first full pay period commencing twelve months on or after the increase in 19.2.1.

Classification	Annual salary	Ordinary weekly	Ordinary hourly
Tanner with formal tanning qualifications	\$72,770	\$1,399.42	\$38.87
Tanner without formal tanning qualifications	\$67,240	\$1,293.08	\$35.92

- 19.2.3 From the first full pay period commencing twelve months on or after the increase in 19.2.2.

Classification	Annual salary	Ordinary weekly	Ordinary hourly
Tanner with formal tanning qualifications	\$74,298	\$1,428.81	\$39.69
Tanner without formal tanning qualifications	\$68,652	\$1,320.23	\$36.67

- 19.2.4 Except as prescribed elsewhere by clauses 19.2, 23.4, 23.5, 23.6, 24.6, 27.11 and 28.2 the annual salary in clause 19.2 includes payment for all other terms, conditions and penalties prescribed by clauses 19, 20.1.1, 23, 24, 26, 27.5 and 30 of this Agreement provided that:-

19.2.4.1 Hours worked on ANZAC Day and Christmas Day shall be paid at double time (Public Holiday plus single time rates for hours worked).

19.2.4.2 Subject to clause 3.13 and 19.2.4.3, unrostered overtime performed by a tanner shall be paid at the employee's ordinary hourly rate as prescribed by clause 19 increased by 25%.

19.2.4.3 Any and all overtime performed by a tanner on a Sunday shall be regarded as rostered overtime and shall be paid at the employee's ordinary hourly rate as prescribed by clause 19.

19.3 Higher duties

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

20 ALLOWANCES AND SPECIAL RATES

20.1 Allowances

20.1.1 Leading hands

A leading hand in charge of three or more people must be paid an all-purpose allowance as follows:

In charge of

3–10 employees	\$38.40 per week extra
11–20 employees	\$57.36 per week extra
more than 20 employees	\$73.01 per week extra

Provided that any employee who was employed by the employer prior to 19 August 2016 and who is appointed to the position of Leading Hand, shall be paid a Leading Hand allowance of \$200 per week. Such payment shall not be paid for all purposes of this Agreement.

20.1.2 First aid allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or similar body must be paid \$17.46 per week extra if appointed by the employer to perform first aid duty.

- 20.1.3 Meal allowance when payable in accordance with clause 26.10 is \$15.01.
- 20.1.4 Damage to clothing, spectacles, hearing aids and tools
 - 20.1.4.1 Compensation must be made by an employer to an employee to the extent of the damage sustained where, in the course of work, clothing, spectacles, hearing aids or tools of trade are damaged or destroyed by fire or molten metal or through the use of corrosive substances. The employer's liability in respect of tools is limited to the tools of trade which are ordinarily required for the performance of the employee's duties. Compensation is not payable if an employee is entitled to workers compensation in respect of the damage.
 - 20.1.4.2 Where an employee as a result of performing any duty required by the employer, and as a result of negligence of the employer, suffers any damage to or soiling of clothing or other personal equipment, including spectacles and hearing aids, the employer is liable for the replacement, repair or cleaning of such clothing or personal equipment including spectacles and hearing aids.
- 20.1.5 Case hardened prescription lenses

The employer who requires an employee to have their prescription lenses case hardened must pay for the cost of such case hardening.
- 20.1.6 Protective clothing and equipment allowance

Where an employee is required to wear protective clothing and equipment as stipulated by the relevant law operating in New South Wales, the employer must reimburse the employee for the cost of purchasing such special clothing and equipment unless the clothing and equipment is paid for by the employer.
- 20.1.7 Graders

An employee who is employed as a grader during the employee's ordinary hours of work shall be paid an allowance of \$12 per day. This allowance shall only be paid on ordinary hours worked and the provisions of clause 27.4 shall not apply to this allowance.

21 PAYMENT OF WAGES

- 21.1 Employees shall be paid on Thursday, each week. The actual Pay Week will be Monday to Sunday.
- 21.2 Absences from duty under an averaging system
 - 21.2.1 Where an employee's ordinary hours in a week are greater or less than 38 hours and such employee's pay is averaged to avoid fluctuating wage payments, the following is to apply:
 - 21.2.2 The employee will accrue a credit for each day they work ordinary hours in excess of the daily average.
 - 21.2.3 The employee will not accrue a credit for each day of absence from duty, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service.
 - 21.2.4 An employee absent for part of a day, other than on annual leave, long service leave, public holidays, paid personal/carer's leave, workers compensation, paid compassionate leave, paid training leave or jury service, accrues a proportion of the credit for the day, based on the proportion of the working day that the employee was in attendance.

22 OCCUPATIONAL SUPERANNUATION

- 22.1 The company shall pay occupational superannuation benefits on behalf of all employees in accordance with Commonwealth Superannuation Legislation.
- 22.2 The rate of contribution to be paid by the company, on behalf of each eligible employee shall be not less than the rate prescribed from time to time by the legislation.
- 22.3 Employees have the right to choose their choice of superannuation fund.
- 22.4 The default superannuation fund will be AustralianSuper Pty Ltd.

22.5 Salary sacrifice

- 22.5.1 Salary Sacrifice is the amount "sacrificed" from an employee's weekly salary or wage and paid by way of a superannuation payment, with any such arrangement required to comply with all Australian Taxation, superannuation fund requirements and industrial legislation.
- 22.5.2 Salary sacrifice will be offered to employees on the following basis:
 - 22.5.2.1 Employees will be able to elect to have either a set amount or a set percentage of their weekly income paid directly to their current superannuation fund as a "salary sacrifice", which will be paid into the complying fund prior to the deduction of income tax.
 - 22.5.2.2 Employees may make one adjustment per year to the amount that they have elected to be their "salary sacrifice".
 - 22.5.2.3 Requests made by employees to use the "salary sacrifice" facility will be required to be made on the appropriate form provided by the employer and will be required to be conducted in accordance with the terms and conditions designated by the employer from time to time.
 - 22.5.2.4 Superannuation will be paid at the appropriate statutory rate on any "salary sacrifice" component and for the purposes of superannuation payments the "salary sacrifice" component will be treated as if it had not been deducted from the employee's salary or wages.

22.6 Absence from work

Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for in clause 22.1 and pay the amount authorised under clause 22.5:

22.6.1 Paid leave

While the employee is on any paid leave.

22.6.2 Work related injury or illness

For the period of absence from work (subject to a maximum of 52 weeks in total) of the employee due to work related injury or work related illness provided that:

- 22.6.2.1 the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with statutory requirements; and
- 22.6.2.2 the employee remains employed by the employer.

PART 4 – HOURS OF WORK AND RELATED MATTERS

23 ORDINARY HOURS OF WORK

Ordinary Hours of Work – Day Workers

- 23.1 Subject to clause 23.4, the ordinary hours of work for day workers are an average of 38 per week but not exceeding 152 hours in 28 days, and unless otherwise agreed, shall not exceed nine and one half hours each day.
- 23.1.1 The ordinary hours of work may be worked on any day or all of the days of the week, Monday to Friday. The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and the majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- 23.1.2 The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer between 5.00 am and 6.00 pm.
- 23.1.3 Any work performed outside the spread of hours must be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.
- 23.1.4 Where agreement is reached in accordance with clause 23.1.1, the rate to be paid to a day worker for ordinary time worked between midnight on Friday and midnight on Saturday is time and a half and/or the rate to be paid to a day worker for ordinary time worked between midnight on Saturday and midnight on Sunday is double time.

23.2 Ordinary hours of work—continuous shiftworkers

- 23.2.1 Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- 23.2.2 Subject to clause 23.2.3, the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shiftworkers are entitled to a 20 minute meal break on each shift which must be counted as time worked.
- 23.2.3 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 23.2.4 Except at the regular changeover of shifts, an employee must not be required to work more than one shift in each 24 hours.

23.3 Ordinary hours of work—non-continuous shiftworkers

- 23.3.1 Subject to clause 23.3.2, the ordinary hours of work for non-continuous shiftworkers are an average of 38 per week and must not exceed 152 hours in 28 consecutive days.
- 23.3.2 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.
- 23.3.3 The ordinary hours of work must be worked continuously, except for meal breaks and rest break/s, at the discretion of the employer.

- 23.3.4 Except at changeover of shifts an employee must not be required to work more than one shift in each 24 hours.

23.4 Methods of arranging ordinary working hours

- 23.4.1 Subject to the employer's right to fix the daily hours of work for day workers from time to time within the spread of hours referred to in clause 23.1.2 of this Agreement, and the employer's right to fix the commencing and finishing times of shifts from time to time, the arrangement of regular rosters and/or ordinary hours of work may be changed by the employer in accordance with clause 8 of this Agreement.

- 23.4.2 The matters on which the change to regular rosters and or ordinary hours of work may be made by the employer include:

23.4.2.1 how the hours are to be averaged within a work cycle established in accordance with clauses 23.1, 23.2 and 23.3;

23.4.2.2 the duration of the work cycle for day workers provided that such duration does not exceed three months;

23.4.2.3 rosters which specify the starting and finishing times of working hours;

23.4.2.4 any arrangements of ordinary hours which exceed eight hours in any day.

- 23.4.3 By agreement between the 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:

23.4.3.1 proper health monitoring procedures being introduced;

23.4.3.2 suitable roster arrangements being made;

23.4.3.3 proper supervision being provided;

23.4.3.4 adequate breaks being provided; and

23.4.3.5 a trial or review process being jointly implemented by the employer and the employees or their representatives.

- 23.4.4 Where an employee works on a shift other than a rostered shift, the employee must:

23.4.4.1 if employed on continuous work, be paid at the rate of double time; or

23.4.4.2 if employed on other shiftwork, be paid at the rate of time and a half for the first three hours and double time thereafter.

- 23.4.5 Clause 23.4.1 does not apply when the time is worked:

23.4.5.1 by arrangement between the employees themselves;

23.4.5.2 for the purposes of effecting the customary rotation of shifts; or

23.4.5.3 on a shift to which the employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment in accordance with Part 3-5 of the Act.

23.5 Daylight saving

- 23.5.1 Where by reason of New South Wales legislation summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time

period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end of the shift. The time of the clock in each case is to be set to the time fixed by the relevant legislation.

- 23.5.2 The terms standard time and summer time have the same meaning as in the New South Wales legislation.

23.6 Make up time

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

24 SPECIAL PROVISIONS FOR SHIFTWORKERS

- 24.1 For the purposes of this Agreement, unless otherwise agreed between the Company and an employee and/or employees, the following shall apply:

- 24.1.1 **rostered shift** means any shift of which the employee concerned has had at least 48 hours notice;
- 24.1.2 **afternoon shift** means any shift finishing after 6.00 p.m. and at or before midnight; and
- 24.1.3 **night shift** means any shift finishing after midnight and at or before 8.00 a.m.

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

24.3 Afternoon and night shift allowances

- 24.3.1 An employee who works on afternoon or night shift must be paid 15% extra for such shift.
Provided that any employee who is employed by the employer prior to the date that the Agreement is approved by the Fair Work Commission (the date of approval), and who is required to work their ordinary hours of work on afternoon shift, either before or after the date of approval of the Agreement, shall be paid a 25% shift allowance for ordinary hours worked on the afternoon shift.

- 24.3.2 An employee who works on an afternoon or night shift which does not continue:

- 24.3.2.1 for at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six day workshop (where no more than eight ordinary hours are worked on each shift); or
- 24.3.2.2 for at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift and the shift arrangement is in accordance with clauses 23.2 or 23.3,

must be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours.

- 24.3.3 An employee who:

- 24.3.3.1 during a period of engagement on shift, works night shift only; or

24.3.3.2 remains on night shift for a longer period than four consecutive weeks; or

24.3.3.3 works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one third of their working time off night shift in each shift cycle,

must, during such engagement, period or cycle, be paid 30% extra for all time worked during ordinary working hours on such night shift.

24.4 Rate for working on Saturday shifts

24.4.1 The rate at which a shiftworker must be paid for work performed between midnight on Friday and midnight on Saturday is time and a half. The extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 24.3.

24.5 Rate for working on Sunday shifts

24.5.1 The rate at which a continuous shiftworker must be paid for work on a rostered shift the major portion of which is performed on a Sunday is double time.

24.5.2 The rate at which a shiftworker, on other than continuous shiftwork, must be paid for all time worked on a Sunday is double time.

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

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

24.5.5 The extra rates in clause 24.5 are in substitution for and not cumulative upon the shift premiums prescribed in clause 24.3.

24.6 Tanning

24.6.1 Notwithstanding any other provision of this Agreement, an employee employed as a Tanner and who is paid in accordance with clause 19 shall work 12 ordinary hours per day so as to average 144 ordinary hours per four week cycle.

24.6.2 Tanning employees agree to cover each other in the event of an unexpected absence. Tanning employees will arrange of a fellow Tanning employee to swap shifts so as not to leave the work area short of staff. In the event that a suitable employee not be available, management must be notified immediately.

24.6.3 Tanning staff will notify management as to any arrangements that have been made, as soon as practical after the change.

24.7 Waste Water Attendant

Notwithstanding any other provisions of this Agreement, an employee employed as a waste water attendant shall be paid a shift loading of 25% of that employee's ordinary hourly rate as prescribed by clause 19.1 of this Agreement.

This shift allowance shall be paid on all ordinary hours worked by the employee and shall be paid in lieu of any and all shift and other allowances otherwise prescribed by this Agreement.

25 MEAL BREAKS AND REST BREAK/S

- 25.1 Unless otherwise agreed, an employee must not be required to work for more than six hours without a break for a meal:
- 25.2 Unless otherwise agreed by the employer, an employee shall be entitled to at least one 10 minute rest break each day. Rest break/s shall not count as time worked.
- 25.3 The time of taking a scheduled meal break or rest break by one or more employees may be altered by the employer if it is necessary to do so in order to meet a requirement for continuity of operations.
- 25.4 The employer may stagger the time of taking meal and rest breaks to meet operational requirements.
- 25.5 Subject to clause 25.1, an employee must work during meal breaks at the ordinary time rate whenever instructed to do so for the purpose of making good any breakdown of plant or for routine maintenance of plant which can only be done while the plant is idle.
- 25.6 Except as otherwise provided in clause 25 Meal Breaks and except where any alternative arrangement is entered into by agreement between the employer and the employee concerned, time and a half rates must be paid for all work done during meal hours and thereafter until a meal break is taken.

26 OVERTIME

- 26.1 Payment for working overtime
 - 26.1.1 Except as provided for in clauses 26.1.4, 26.1.5, 26.7 and 26.8 for all work done outside ordinary hours on any day or shift, as defined in clauses 23.1, 23.2 and 23.3, the overtime rate is time and a half for the first three hours and double time thereafter until the completion of the overtime work. For a continuous shiftworker the rate for working overtime is double time.
 - 26.1.2 For the purposes of clause 26 Overtime, ordinary hours means the hours worked in an enterprise, fixed in accordance with clause 23 Ordinary hours of work and rostering.
 - 26.1.3 The hourly rate, when computing overtime, is determined by dividing the appropriate weekly rate by 38, even in cases when an employee works more than 38 ordinary hours in a week.
 - 26.1.4 Banked overtime
 - 26.1.4.1 The employer and an employee may agree in writing to the employer banking the monetary value of overtime instead of being paid for a particular amount of overtime that has been worked by the employee.
 - 26.1.4.2 Overtime banked in accordance with this clause shall accrue with the overtime rate applicable to the overtime when it was worked and is not subject to any changes in wage rates and/or other increases.
 - 26.1.4.3 The maximum monetary value of overtime that can be accrued by an employee under this clause is \$4000.
 - 26.1.5 When not less than 7.6 hours' notice has been given to the employer by a relief shiftworker that the relief shiftworker will be absent from work and the shiftworker whom that person should relieve is not relieved and is required to continue work on their rostered day off the unrelieved shiftworker must be paid at the rate of double time.
 - 26.1.6 In computing overtime each day's work stands alone.

26.2 Requirement to work reasonable overtime

26.2.1 Subject to clause 26.2.2, the employer may require an employee to work reasonable overtime at overtime rates.

26.2.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

26.2.2.1 any risk to employee health and safety;

26.2.2.2 the employee's personal circumstances including any family responsibilities;

26.2.2.3 the needs of the workplace or enterprise;

26.2.2.4 the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and

26.2.2.5 any other relevant matter.

26.3 One in, all in does not apply

The assignment of overtime by an employer to an employee is to be based on specific work requirements and the practice of one in, all in overtime must not apply.

26.4 Rest period after overtime

26.4.1 When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.

26.4.2 An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 26.4, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

26.4.3 If on the instructions of the employer an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of double time until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

26.4.4 By agreement between the employer and individual employee, the 10 hour break provided for in clause 26.4 may be reduced to a period of no less than eight hours.

26.4.5 The provisions of clause 26.4 will apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:

26.4.5.1 for the purpose of changing shift rosters; or

26.4.5.2 where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or

26.4.5.3 where a shift is worked by arrangement between the employees themselves.

26.5 Call back

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

of time and a half for the first three hours and double time thereafter or, if a continuous shiftworker, at the rate of double time for the full period provided that:

- 26.5.1 Where an employee is required to regularly hold themselves in readiness for a call back they must be paid for a minimum of three hours work at the appropriate overtime rate.
- 26.5.2 If the employee is recalled on more than one occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the three or four-hour minimum overtime payment provided for in clause 26.5 for each call back. However, in such circumstances, it is only the time which is actually worked during the previous call or calls which is to be taken into account when determining the overtime rate for subsequent calls.
- 26.5.3 Except in the case of unforeseen circumstances arising, an employee must not be required to work the full three or four hours as the case may be if the job they were recalled to perform is completed within a shorter period.
- 26.5.4 Clause 26.5 does not apply in cases where it is customary for an employee to return to the enterprise to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a meal break, with the commencement or completion of ordinary hours.
- 26.5.5 Overtime worked in the circumstances specified in clause 26.5 is not to be regarded as overtime for the purposes of clause 26.4 concerning rest periods after overtime, when the actual time worked is less than three hours on the call back or on each call back.

26.6 Saturday work

A day worker required to work overtime on a Saturday must be afforded at least four hours work or be paid for four hours at the rate of time and a half for the first three hours and double time thereafter, except where the overtime is continuous with overtime commenced on the previous day.

26.7 Sunday work

An employee required to work overtime on a Sunday must be paid for a minimum of three hours work at double time. The double time is to be paid until the employee is relieved from duty.

26.8 Public holiday overtime

- 26.8.1 A day worker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of double time and a half. The double time and a half is to be paid until the employee is relieved from duty.
- 26.8.2 A continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of double time.
- 26.8.3 A non-continuous shiftworker required to work overtime on a public holiday must be paid for a minimum of three hours work at the rate of double time and a half. The double time and a half is to be paid until the employee is relieved from duty.

26.9 Rest break

- 26.9.1 An employee working overtime must be allowed a rest break of 20 minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after the rest break.
- 26.9.2 Where a day worker is required to work overtime on a Saturday, Sunday or public holiday or on a rostered day off, the first rest break must be paid at the employee's ordinary time rate.

- 26.9.3 Where overtime is to be worked immediately after the completion of ordinary hours on a day or shift and the period of overtime is to be more than one and a half hours, an employee, before starting the overtime, is entitled to a rest break of 20 minutes to be paid at the employee's ordinary time rate.
- 26.9.4 The employer and employee may agree to any variation of clause 26.9 to meet the circumstances of the work in hand provided that the employer is not required to make any payment in excess of or less than what would otherwise be required under clause 26.9.

26.10 Meal allowance

- 26.10.1 An employee must be paid a meal allowance as prescribed by clause 20.1.3 on each occasion the employee is entitled to a rest break in accordance with clause 26.9, except in the following circumstances:
 - 26.10.1.1 if the employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or
 - 26.10.1.2 if the employee is a shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
 - 26.10.1.3 if the employee lives in the same locality as the enterprise and could reasonably return home for meals; or
 - 26.10.1.4 if the employee is provided with an adequate meal by the employer.
- 26.10.2 If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed meal allowance for the meal or meals which they have provided but which are surplus.

26.11 Transport of employees

When an employee, after having worked overtime or a shift for which they have not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer must provide the employee with a conveyance home, or pay the employee at the overtime rate for the time reasonably occupied in reaching home.

PART 5 – LEAVE AND PUBLIC HOLIDAYS

27 ANNUAL LEAVE

27.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.

27.2 Conversion to hourly entitlement

The employer may reach agreement with the majority of employees concerned to convert the annual leave entitlement in s.87 of the Act to an hourly entitlement for administrative ease (i.e. 152 hours for a full-time employee entitled to four weeks of annual leave and 190 hours for a shiftworker as defined in clause 27.3).

27.3 Definition of shiftworker

27.3.1 For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

27.3.2 Where an employee with 12 months continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

27.4 Payment for period of annual leave

27.4.1 An employee before going on annual leave, must be paid the wages they would have received in respect of the ordinary hours the employee would have worked had the employee not been on leave during the relevant period.

27.4.2 Subject to clause 27.4.3, the wages to be paid must be worked out on the basis of what the employee would have been paid under this Agreement for working ordinary hours during the period of annual leave, including allowances, loadings and penalties paid for all purposes of this Agreement, first aid allowance and any other wages payable under the employee's contract of employment.

27.4.3 An employee is not entitled to payments in respect of overtime, special rates or any other payment which might have been payable to the employee as a reimbursement for expenses incurred.

27.5 Annual leave loading

27.5.1 During a period of annual leave an employee must also be paid a loading calculated on the wages prescribed in clause 27.4.

27.5.2 The loading must be as follows:

27.5.2.1 Day work

An employee who would have worked on day work only had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 27.4 or the relevant weekend penalty rates, whichever is the greater but not both.

27.5.2.2 Shiftwork

An employee who would have worked on shiftwork had they not been on leave must be paid a loading equal to 17.5% of the wages prescribed in clause 27.4.

27.5.2.3 The loading prescribed in this clause 27.5 shall not apply to proportionate leave on termination in the first 12 months of employment.

Excessive leave

27.5.3 Notwithstanding s.88 of the Act, if the employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken if:

27.5.3.1 at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and

27.5.3.2 the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

27.6 Paid leave in advance of accrued entitlement

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

27.7 Annual close down

Notwithstanding s.88 of the Act and clause 27.6, the employer may close down an enterprise or part of it for the purpose of allowing annual leave to all or the majority of the employees in the enterprise or part concerned, provided that:

27.7.1 the employer gives not less than four weeks' notice of intention to do so; and

27.7.2 an employee who has accrued sufficient leave to cover the period of the close down, is allowed leave and also paid for that leave at the appropriate wage in accordance with clauses 27.4 and 27.5; and

27.7.3 an employee who has not accrued sufficient leave to cover part or all of the close down, is allowed paid leave for the period for which they have accrued sufficient leave and given unpaid leave for the remainder of the closedown; and

27.7.4 any leave taken by an employee as a result of a close down pursuant to clause 27.8 also counts as service by the employee with the employer; and

27.7.5 the employer may only close down the enterprise or part of it pursuant to clause 27.8 for one or two separate periods in a year; and

27.7.6 if the employer closes down the enterprise or part of it pursuant to clause 27.8 in two separate periods, one of the periods must be for a period of at least 14 consecutive days including non-working days; and

27.7.7 the employer and the majority of employees concerned may agree to the enterprise or part of it being closed down pursuant to clause 27.8 for three separate periods in a year provided that one of the periods is a period of at least 14 days including non-working days; and

27.7.8 the employer may close down the enterprise or part of it for a period of at least 14 days including non-working days and allow the balance of any annual leave to be taken in one continuous period in accordance with a roster.

27.8 Transfer of business

Where a business is transferred from one employer to another, the period of continuous service that an employee had with the old employer must be deemed to be service with the new employer and taken into account when calculating annual leave. However, an employee is not entitled to leave or payment instead for any period in respect of which leave has been taken or paid.

27.9 Leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clause 27.4.

27.10 Cashing out annual leave

27.10.1 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 times the number of ordinary hours of work that the employee is required to work each week; and

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

27.10.3 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 are provided for in the NES.

28.2 Personal/carer's leave will accumulate from year to year. For this purpose, a year shall commence from the individual employee's anniversary of the employee's commencing employment.

28.3 An employee will be required to produce a Doctor's Certificate, or if that is not reasonably practicable, a statutory declaration, as evidence that the employee was unable on account of such illness or injury to attend for duty where the employee is absent for two (2) or more consecutive days. This obligation also applies in relation to a period of carer's leave. Where an employee has two (2) or more single separate day absences in a year (defined as a calendar year) due to their illness or injury or for carer's leave, such employee shall be required to produce a Doctor's Certificate for all subsequent days off, regardless of the duration of the absence. Evidence is also required for absences occurring alongside a public holiday or if the absences form a pattern. If it is not reasonable practicable to obtain a doctor's certificate, then a statutory declaration will be required.

28.3.1 The provisions of clause 28.3 shall apply except that an employee shall be entitled to two days' personal leave per calendar year, at the employee's discretion, for mental health issues.
Such leave may be taken for recreational purposes and the employee will not be required to provide a medical certificate for such absence/s taken in accordance with this clause 28.3.1.

28.4 An employee, before becoming entitled to personal/carer's leave, shall effect notification to the employer as soon as practicable of their inability to attend for duty and as far as practicable state the nature of the illness or incapacity and the estimated duration of such absence in accordance with clause 18.9 of this Agreement.

28.5 Where an employee suffers a personal illness or personal injury on the week day that they are not rostered to work, the employee shall not be entitled to sick pay nor will sick pay entitlement be reduced as a result of such sickness or injury that day.

28.6 Where an employee who requires carer's leave has exhausted their entitlement, to paid personal/carer's leave, the employee may take up to 2 days' unpaid leave on each occasion. Unpaid carer's leave is subject to the same documentary rules as paid carer's leave. An entitlement to unpaid carer's leave also applies to casual employees.

28.7 The company will pay out accrued personal/carer's leave upon termination of employment by the employee.

28.8 If an employee is terminated by the employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of paid personal/carer's leave continues from the date of re-engagement.

28.9 Cashing out personal/carer's leave.

28.9.1 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 three times the number of ordinary hours of work that the employee is required to work each week; and

28.9.2 Each agreement to cash out a particular amount of paid personal/carer's leave must be a separate agreement in writing; and

28.9.3 The employer must pay the employee at least the full amount that would have been payable to the employee had the employee taken the personal/carer's leave that the employee has foregone.

29 COMMUNITY SERVICE LEAVE

29.1 Community service leave is provided for in the NES.

29.2 Reimbursement for jury service

29.2.1 A full-time employee required to attend for jury service during their ordinary hours of work must be reimbursed by the employer an amount equal to the difference between the amount paid to the employee in respect of the employee's attendance for such jury service and the wages the employee would have received in respect of the ordinary hours the employee would have worked had the employee not been on jury service.

29.2.2 Where a part-time employee is required to attend for jury service and such attendance coincides with a day on which the employee would normally be required to work, payment must be made to the employee in accordance with clause 29.2.1.

30 PUBLIC HOLIDAYS

30.1 All employees on weekly hire shall be entitled to the holidays hereinafter mentioned or on any day observed in lieu thereof without deduction of pay:

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

30.2 Where in New South Wales or locality within New South Wales another day is provided by legislation or is proclaimed or gazetted by authority of the Commonwealth Government or the New South Wales State Government in substitution for a holiday mentioned in this clause, and such other day is to be observed generally as a holiday by persons throughout New South Wales or a locality thereof, then such day shall be deemed to be a holiday for the purposes of this Agreement, and employees covered by this Agreement who are employed in New South Wales or locality in respect of which the holiday has been provided, proclaimed or gazetted shall be entitled to such holiday. Provided that in the event of a substitute day being provided by legislation or proclaimed or gazetted as aforesaid, the day on which the holiday would have in fact fallen shall not be deemed to be a holiday for any purposes of this Agreement.

30.3 Where in New South Wales or locality within that State an additional holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the New South Wales State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout New South Wales or a locality thereof, or when such a proclaimed or gazetted day, is by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Agreement, for employees covered by this Agreement who are employed in New South Wales or the locality in respect of which the holiday has been proclaimed or ordered as required.

- 30.4 Until an additional public holiday is gazetted generally for New South Wales, employees under this Agreement shall be entitled to an additional holiday on a day to be mutually agreed upon between the employer and the majority of employees covered by this Agreement.
- 30.5 Subject to the exceptions and reservations hereinafter provided an employee shall be entitled to be absent from employment on any of the prescribed holidays hereinbefore mentioned or on any day observed in lieu thereof without loss of pay for such holiday or holidays.
- 30.6 The employer may request an employee to work on a public holiday if the request is reasonable. As to whether the request, or refusal of the request, is reasonable will be based on the criteria contained in section 114 of the Fair Work Act 2009.
The employer shall not compel any employee to work on Anzac Day.
- 30.7 When an employee works on any prescribed public holiday, the employee shall be paid at the rate of time and one half for all work performed during the employee's ordinary hours of work, in addition to payment at their ordinary hourly rate for the public holiday.
- 30.8 If the employer requests an employee to work on any of the prescribed public holidays herein before mentioned or any day observed in lieu thereof, the employer shall give to the employee four full ordinary working days' notice prior to the holiday of the requirement for the employee to work.
- 30.9 The additional public holiday as prescribed by clause 30.4 shall be taken on the last Friday of the Beef Week celebrations in May each year or as mutually agreed.

31 LONG SERVICE LEAVE

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

32 PARENTAL LEAVE AND RELATED ENTITLEMENTS

Parental leave and related entitlements are as provided in the NES.

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 6 – MISCELLANEOUS**34 SCHEDULE A - CLASSIFICATION**

	Classification
General Labourer	
New entrant employees – no industry knowledge	Level 1
Cleaners – clean floors and machinery at night	Level 2
Swamp – labourers operating “swamp”	Level 2
Labourers – employees packing hides, sealing up	Level 2
Trimmers – employees trimming hides at fleshers	Level 2
Hooking up – employees hooking hides up for processing at fleshers	Level 2
Splitters – employees operating the splitter – less than 12 months experience	Level 2
Fleshers – employees feeding hides into fleshers – less than 12 months experience	Level 2
Fleshers – employees feeding hides into fleshers –12 months or more experience	Level 3
Graders / Sammyers – employees grading and feeding hides into sammyers	Level 3
Splitters – employees operating the splitter – 12 months or more experience	Level 3
Fork lift – employees operating any of the FLT at the CHT	Level 3
Hillrun	
Tipping	
Sammying	
Splitter	
Container Un / loading	
Tanners	
Employee who has formal tanners qualification and working on the floor	Level 4
Employees working as tanners on the loft without formal qualifications	Refer clause 19.2.2
Employees working as tanners on the loft with formal tanning qualifications	Refer clause 19.2.1

35 SIGNATORIES TO THE AGREEMENT

35.1 The Company

Signed for and on behalf of
Northern Co-Operative Meat Company Ltd, trading as Tanners Pty Ltd
 ABN: 42 060 208 366

Signed: SRSL
 Name: SIMON STALK
 Address: 10615 Summerland Way Casino
 Position: CEO
 Date: 15-3-21

Witness

Signed: [Signature]
 Name: ANNE TOOHEY
 Address: 10615 SUMMERLAND WAY CASINO
 Position: COMPANY SECRETARY
 Date: 15-3-21

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: J. Smith
 Name: Justin Smith
 Address: 34 Union Street Newcastle West
 Position: Branch Secretary
 Date: 16-3-21

Witness

Signed: [Signature]
 Name: Patrick Elliott
 Address: 34 Union Street, Newcastle West.
 Position: Organiser
 Date: 16-3-21