



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Bindaree Beef Pty Ltd**  
(AG2023/247)

## **BINDAREE BEEF INVERELL PROCESSING ENTERPRISE AGREEMENT 2022 - 2026**

Meat Industry

COMMISSIONER P RYAN

SYDNEY, 31 MARCH 2023

*Application for approval of the Bindaree Beef Inverell Processing Enterprise Agreement 2022 – 2026*

[1] Bindaree Beef Pty Ltd (**Employer**) has made an application for approval of an enterprise agreement known as the *Bindaree Beef Inverell Processing Enterprise Agreement 2022 – 2026 (Agreement)* pursuant to s.185 of the *Fair Work Act 2009 (FW Act)*. The Agreement is a single enterprise agreement.

### **Section 190 Undertakings**

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

### **Sections 186, 187, 188 and 190**

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

### **Section 183 Bargaining representatives**

[4] The Australasian Meat Industry Employees Union (**AMIEU**) and the Australian Workers' Union (**AWU**), each being a bargaining representative for the Agreement, have given notice under s.183 of the FW Act that they want the Agreement to cover them.

[5] In accordance with s.201(2) of the FW Act, I note that the Agreement covers the AMIEU and the AWU.

## Approval

[6] The Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 7 April 2023. The nominal expiry date of the Agreement is 31 March 2027.



COMMISSIONER

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## Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/247

Applicant: Bindaree Beef Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Amanda Strange, People and Culture Manager, have the authority given to me by Bindaree Beef Pty Ltd to give the following undertakings with respect to the Bindaree Beef Inverell Processing Enterprise Agreement 2022-2026 ("the Agreement"):

1. The Applicant undertakes that for the purpose of the additional week of annual leave provided for in the NES the Agreement will be applied such that, shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.
2. The Applicant undertakes the following in relation to clause 24.2 regarding notification of personal leave. Clause 24.2 shall be read as follows:  

24.2 Where an Employee is unable to attend work due to circumstances in which they may access personal / carer's leave they must notify Bindaree Beef of their pending absence as soon as practicable (which may be a time after the leave has commenced). However, where reasonably possible, employees are asked to notify their absence before the commencement of their next shift. The Employee must also provide specific information regarding the nature of their illness / injury when they notify of their absence.
3. The Applicant undertakes the following in relation to clause 6.2, Part-time Employee.  

Time worked by a Part-Time employee in excess of 38 hours per week shall be paid at overtime rates calculated in accordance with clause 18.3 a).
4. The Applicant undertakes that employees engaged as cleaners will not be rostered to work as follows:
  - a. ordinary hours worked commencing after 8.30am and before 12.00 noon;
  - b. ordinary hours worked commencing at or after 12.00 noon and before 2pm and finishing at or before midnight.
5. The Applicant undertakes the following in relation to non-successive shifts:
  - a. Clause 12.2 of the Agreement, is varied to include the following:
    - d) Non-successive shift: means afternoon or night shifts which do not continue for at least 5 successive afternoon or night shifts.
  - b. Clause 13 of the Agreement, is varied to include the following:

**13.5 Non-successive shift:** An Employee (other than casual Employees), on a non-successive afternoon or night shift, shall be paid for all ordinary hours the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 50% of the minimum hourly rate for the Employee's classification for the first 3 hours and 100% of the minimum hourly rate for the Employee's classification thereafter. A casual Employee, on a non-successive afternoon or night shift, shall be paid for all ordinary hours the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 75% of the casual minimum hourly rate for the Employee's classification for the first 3 hours and 125% of the casual minimum hourly rate for the Employee's classification thereafter (which is inclusive of the casual loading).

- c. Clause 14 of the Agreement, is varied to include the following:

**14.2 d) Non-successive shift:** Employees (other than casual Employees), who are shift workers, who commence ordinary hours on a Saturday non-successive afternoon or night shift, shall be paid for all ordinary hours the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 185% of the minimum hourly rate for the Employee's classification for the first 3 hours and 235% of the minimum hourly rate for the Employee's classification thereafter.

**14.3 d) Casual Employees,** who are shift workers, who commence ordinary hours on a Saturday non-successive afternoon or night shift, shall be paid for all ordinary hours the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 200% of the casual minimum hourly rate for the Employee's classification for the first 3 hours and 250% of the casual minimum hourly rate for the Employee's classification thereafter (which is inclusive of the casual loading).

6. The Applicant undertakes that in any week in which a permanent part-time employee, employed as a New Start Labourer is rostered to work ordinary hours on a Saturday, they will either also be rostered to work at least 4 ordinary hours Monday to Friday or alternatively, in the very rare circumstances where a permanent part-time employee, employed as a New Start Labourer, is only engaged to work ordinary hours on a Saturday, they shall be paid an additional 35 cents per hour for each hour worked on a Saturday.
7. The Applicant undertakes the following in relation to clauses 25.7 a) and 25.7 (b) are to be read such that agreement to substitute a public holiday can only occur between Bindaree Beef and individual employees. Reference in clauses 25.7 a) and 25.7 b), to agreement with the majority of Employees affected shall have no effect.



8. The Applicant undertakes that in relation to moving to working ordinary hours over a 6 day week, Monday to Saturday as provided for in clause 11.1, the following process will apply:
- (a) employees who have an employment commencement date prior to the date on which the Agreement is approved by the Fair Work Commission, and who have been working a Monday to Friday roster, shall be subject to the following process within the 12 week notice period (see (c) below for amended notice period):
    - (i) An expression of interest will be called for employees to commence working ordinary hours across a 6 day week Monday to Saturday;
    - (ii) If, following the expression of interest insufficient employees are available to meet operational needs of Bindaree Beef to commence working a 6 day week Monday to Saturday, employees who did not express an interest will be engaged in an individual consultation process regarding the working of ordinary hours across a 6 day week Monday to Saturday. Bindaree Beef and employees must work collaboratively in this process to identify and overcome barriers to the employee working ordinary hours across a 6 day week, Monday to Saturday;
    - (iii) If, following the individual consultation process insufficient employees are available to meet operational needs of Bindaree Beef to commence working ordinary hours across a 6 day week Monday to Saturday, employees may be directed to commence working ordinary hours across a 6 day week Monday to Saturday. Seniority will be taken into consideration in determining who is given such a direction;
    - (iv) where it becomes necessary for employees to be directed in accordance with (iii) above, such employees will be provided with no less than 4 weeks notice of commencing work on the basis of working ordinary hours across a 6 day working week Monday to Saturday. Where possible, such notice will be provided no later than the conclusion of 8 weeks of the 12 week notice period provided under (c) so that all employees commence the new roster arrangements at the same time.
    - (v) to remove any doubt, operational needs include both the gross number of employees available as well as the number of employees in relevant classifications necessary to undertake the work;
  - (b) employees who have an employment commencement date after the date on which the Agreement is approved by the Fair Work Commission, shall be required to commence working ordinary hours across a 6 day working week, Monday to Saturday on the giving of the 12 weeks notice provided for under (c) below.
  - (c) The notice period for the introduction of a being able to work ordinary hours across a 6 day working week, Monday to Saturday will be 12 weeks and not the 8 weeks provided for in clause 11.1;
  - (d) Bindaree Beef will not commence working ordinary hours across a 6 day working week, Monday to Saturday prior to 1 July 2024, however notice may be given prior to 1 July 2024, for a commencement date after 1 July 2024 if operationally required.

9. The Applicant undertakes to pay employees in the below classifications an additional amount, from the commencement of the Agreement, as set out below for each full day of annual leave taken (pro-rata for less than a full day). Such amounts will only apply to the first 4 weeks of leave accrued for any year of service.

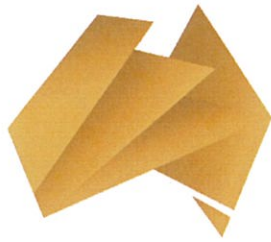
Classification	Gross amount per full day of annual leave (employee works 5 day week)	Gross amount per full day of annual leave (employee works 4 day week)	Weekly gross amount for full week of annual leave
Boner Grade 1	\$12	\$15	\$60
Boner Grade 2	\$12	\$15	\$60
Slicer Grade 1	\$8	\$10	\$40
Slicer Grade 2	\$4	\$5	\$20
Slaughterperson Grade 1/Carcass Grader/Neck Boner - Grade 1	\$8	\$10	\$40
Slaughterperson Grade 2, Neck Boner Grade 2	\$8	\$10	\$40

The above amounts will be increased by the same percentage and at the same time as the increases which apply to wages under the Agreement in columns B, C and D of Appendix 1.

Signature 

Date 31/03/2023

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.



**BINDAREE**  
FOOD GROUP

Bindaree Beef  
Inverell Processing  
Enterprise Agreement  
2022 - 2026

## Contents

<b>Introduction</b> .....	4
1 Agreement name .....	4
2 Coverage .....	4
3 Commencement and duration.....	4
4 Our aims .....	5
5 Definitions .....	6
<b>Types of employment</b> .....	7
6 Employment categories .....	7
7 Trainees.....	7
8 Job share .....	8
9 Juniors .....	8
10 Minimum employment period .....	8
<b>Ordinary hours and shift work</b> .....	8
11 Hours of work .....	8
12 Rosters and shift work .....	10
13 Shift allowances for shift work .....	10
14 Saturday ordinary hours penalty .....	11
15 Meals and breaks.....	12
<b>Wage Payments</b> .....	13
16 Rates of pay .....	13
17 Allowances .....	13
18 Overtime .....	14
<b>Wage related matters</b> .....	15
19 Classifications.....	15
20 Payment of wages.....	16
21 Superannuation .....	16
22 Deductions authorised by an Employee .....	17
<b>Leave and public holidays</b> .....	17
23 Annual leave .....	17
24 Personal / carer’s leave.....	18
25 Public holiday .....	20
26 Compassionate leave .....	22
27 Family and domestic violence leave .....	22

28 Parental leave .....	22
29 Community service leave.....	22
30 Long service leave.....	22
<b>End of employment</b> .....	22
31 Termination of employment.....	22
32 Redundancy .....	23
<b>Closure and stoppage of work</b> .....	25
33 Closure periods .....	25
34 Stand down of Employees .....	25
35 Employee Recognition Day .....	26
<b>Employee development and progression</b> .....	26
36 Employee training.....	26
37 Skills grading .....	27
38 Mixed functions .....	28
<b>Workplace engagement and other matters</b> .....	28
39 Introduction of major change.....	28
40 The Consultative Committee .....	30
41 Dispute resolution .....	31
42 Individual flexibility arrangement.....	32
43 Clothing provided .....	33
44 Slicer’s ratio .....	33
<b>Unions</b> .....	34
45 Union training .....	34
46 Leave to attend Union business.....	34
47 Continuing custom and practice .....	35
<b>Seniority</b> .....	35
48 Seniority .....	35
<b>Agreement execution</b> .....	37
49 Signatories .....	37
Appendix 1 – Minimum Hourly Rate of Pay – Permanent Employees (other than Casual Employees)	38
Appendix 2 – Casual Minimum Hourly Rate of Pay – Casual Employees Only .....	39
Appendix 3 – Production Bonus.....	40
Appendix 4 – Classification Structure .....	43
Appendix 5 – Junior Jobs .....	46



## Introduction

### 1 Agreement name

This Agreement is called the *Bindaree Beef Inverell Processing Enterprise Agreement 2022 – 2026* (Agreement).

### 2 Coverage

2.1 This Agreement is between:

- a) Bindaree Beef Pty Ltd, ACN 056 599 163, located at 7307 Gwydir Highway, Inverell, New South Wales (Bindaree Beef);
- b) Employees of Bindaree Beef, who are engaged to perform work at 7307 Gwydir Highway, Inverell, New South Wales, and who are covered by the classifications set out in *Appendix 1 – Minimum Hourly Rate of Pay – Permanent Employees (other than Casual Employees)* and *Appendix 2 – Casual Minimum Hourly Rate of Pay – Casual Employees Only* of the Agreement undertaking meat processing activities (Employees); and
- c) A Union or Unions who have coverage of Employees covered by the Agreement, provided written notice is given in accordance with section 183 (1) of the *Fair Work Act 2009 (Cth)* (*FW Act*) and the Fair Work Commission (FWC) and such coverage has been included in the decision of the FWC when approving the Agreement.

2.2 This Agreement contains all the terms and conditions of employment for the Employees covered by the Agreement and it will apply to the exclusion of any other Award or Agreement made or registered under the *FW Act*.

2.3 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 greater benefit, the NES provision will apply to the extent of the inconsistency.

2.4 It is acknowledged that by operation of *s417 of the Fair Work Act 2009 (Cth)* no party to this Agreement and no Employee covered by this Agreement is permitted to organise or engage in industrial action between the date when this Agreement comes into operation and its nominal expiry date.

### 3 Commencement and duration

3.1 This Agreement will commence seven (7) days from the date of approval by the FWC. It has a nominal expiry date of four (4) years from its date of approval.

3.2 An Employee notice will be listed on notice boards within the workplace to advise Employees on how to access a copy of the Agreement.

- 3.3 The parties bound by this Agreement agree that no further claims will be made against Bindaree Beef for wages and / or conditions of employment whilst this Agreement is in operation.

## 4 Our aims

- 4.1 The aims of this Agreement set out the mutual intentions of the parties in entering into this Agreement. The aims are not however intended to be used to interpret the terms of the Agreement. The aims of the Agreement are:

- a) to provide a profitable and sustainable business, achieved through efficient and effective meat processing practices;
- b) to nurture a business which provides the highest quality of meat products for Bindaree Beef's customers;
- c) to develop and maintain a skilled workforce to ensure the consistency and quality of Bindaree Beef products; and
- d) to provide Employees with terms and conditions of employment which recognise their skills and commitment and which contribute to Employee satisfaction.

- 4.2 Bindaree Beef and the Employees agree that to meet the aims of this Agreement all parties must actively contribute to a harmonious and productive working relationship and demonstrate commitment to improving the work environment and the effectiveness and efficiency of the operations.

- 4.3 To ensure the aims of this Agreement are met, Bindaree Beef and the Employees agree that the following matters are integral to Bindaree Beef's operations:

- a) seeking improved ways of working to enhance the quality of the work culture and operational performance;
- b) working collaboratively to identify and resolve issues which negatively impact on production;
- c) training and development of Employee skills and abilities so as to assist Employees in reaching their potential, to increase workforce capability and meet operational requirements;
- d) performing the work in a safe, flexible and efficient manner;
- e) developing working relationships between Bindaree Beef and the Employees to promote mutual trust, open communication, and genuine cooperation; and
- f) resolving workplace concerns and disputes as early as possible in compliance with the terms of this Agreement.



## 5 Definitions

In this Agreement, the following definitions apply:

- a) *ATO* means the Australian Taxation Office. The ATO is the principal revenue collection agency of the Australian Government. The ATO's purpose is to effectively manage the tax and superannuation systems that support and fund services for Australians.
- b) *Casual loading* is a loading of 25% of the casual minimum hourly rate of pay for the Employee's classification.
- c) *Casual minimum hourly rate of pay* is the rate of pay for a casual Employee's classification as set out in *Appendix 2 – Casual Minimum Hourly Rate of Pay – Casual Employees Only*. The casual minimum hourly rate of pay does not include any additional payments, such as the casual loading, loadings, penalties, and allowances.
- d) *FW Act* means *Fair Work Act 2009 (Cth)* and the *Fair Work Act Regulations 2009 (FW Act)* and are a key piece of Commonwealth legislation regulating employment and workplace relations. It provides for terms and conditions of employment and sets out the rights and responsibilities of Employees, Employers and Employee organisations in relation to that employment.
- e) *FWC* means the Fair Work Commission and is the independent national workplace relations tribunal. It is responsible for maintaining a safety net of minimum wages and employment conditions, as well as a range of other workplace functions and regulations.
- f) *Minimum hourly rate of pay* is the rate of pay for a permanent Employee's classification as set out in *Appendix 1 – Minimum Hourly Rate of Pay – Permanent Employees (Other than Casual Employees)*. It excludes additional payments, such as loadings, penalties, and allowances.
- g) *NES* means the *National Employment Standards*, which are the minimum standards of employment in Australia. The NES are contained in *sections 59 to 131 of the FW Act*.
- h) *Trainee* means an Employee undertaking a traineeship under a training contract.
- i) *Training contract* means an agreement for a traineeship made between Bindaree Beef and the Employee that is registered by the relevant New South Wales training authority.

## Types of employment

### 6 Employment categories

An Employee may be engaged on a full-time, part-time, or casual basis. On appointment, Bindaree Beef will advise the Employee their employment category.

#### 6.1 Full-time Employee

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

#### 6.2 Part-time Employee

A part-time Employee must work less than 38 ordinary hours per week. Part-time Employees shall be engaged for no less than four (4) consecutive hours on any one shift.

#### 6.3 Casual Employee

A casual Employee is engaged to work no more than 38 ordinary hours per week. A casual Employee:

- a) is engaged by the day or shift, and the employment will cease at the end of each engagement;
- b) will be engaged for a minimum of four (4) hours each shift;
- c) is paid at the casual minimum hourly rate of pay for a casual at the classification they are employed, plus a 25% casual loading, for each ordinary hour worked.
- d) The casual loading will not be paid on:
  - i. overtime hours worked;
  - ii. payment for public holidays; and
  - iii. ordinary hours worked on a Saturday.
- e) A casual Employee employed on shift work will, in addition to the casual loading set out in clause 6.3 c), be paid the appropriate shift allowance on the casual minimum hourly rate excluding the casual loading.

### 7 Trainees

7.1 Bindaree Beef may appoint Trainees undertaking a traineeship under a training contract.

7.2 Trainees are appointed to the relevant classification for their traineeship and where appropriate, any classification progression occurs when the Trainee has been assessed as 'competent' and working for the majority of the time in the relevant classification, as set out in clause 19 and *Appendix 1 – Minimum Hourly Rate of Pay – Permanent Employees (Other than Casual Employees)*.

7.3 Payment for on-the-job training will be as contained in this Agreement.

## 8 Job share

- 8.1 Job sharing is an arrangement entered into by two (2) Employees who guarantee to cover and share all the duties and responsibilities of a particular role.
- 8.2 The use of job sharing will be at the sole discretion of Bindaree Beef. Each member of the job-sharing team must individually meet the selection criteria for employment in the relevant role.

## 9 Juniors

- 9.1 Juniors are all Employees under 18 years of age.
- 9.2 A Junior may be employed in any of the classifications in this Agreement and shall be paid at the following percentage rate of the minimum hourly rate of pay for their classification:

AGE	PERCENTAGE (%)
Under 17 years	50%
17 years	60%

- 9.3 There may be some tasks throughout the Plant that when assessed and agreed by the Employee and Bindaree Beef, a Junior in full-time employment may be paid at the appropriate adult rate when deemed competent for the classification they are regularly performing.
- 9.4 Examples of tasks able to be performed by Junior Employees is detailed in *Appendix 5 – Junior Jobs*.

## 10 Minimum employment period

During the minimum employment period, being the first six (6) months of an Employee's employment with Bindaree Beef, the Employee's suitability for ongoing employment will be reviewed.

## Ordinary hours and shift work

### 11 Hours of work

#### 11.1 Ordinary hours – day workers

Bindaree Beef's ordinary hours of work from the date of commencement of the Agreement are to be worked from Monday to Friday between 5:00am and 8:00pm. However, the working of ordinary hours may be changed by Bindaree Beef, as required by operational contingencies, to the period from Monday to Saturday between 5.00am to 8.00pm, subject to clauses 11.8 and 11.9. Employees must be given no less than eight (8) weeks' notice of the commencement of the changed ordinary hours under this clause. Ordinary hours worked on a Saturday will be paid in accordance with clause 14.

#### 11.2 Ordinary hours – shift workers



Bindaree Beef's ordinary hours of work for shift workers from the date of commencement of the Agreement are to be worked from Monday to Friday. However, the working of ordinary hours for shift workers may be changed by Bindaree Beef, as required by operational contingencies, to the period from Monday to Saturday, subject to clauses 11.8 and 11.9. Employees must be given no less than eight (8) weeks' notice of the commencement of the changed ordinary hours. Ordinary hours worked by shift workers on a Saturday will be paid in accordance with clause 14.

11.3 Night Cleaner

Notwithstanding clauses 11.1 and 11.2, Night Cleaners may be employed to work ordinary hours between 2:00pm and 4:30am.

11.4 Ordinary hours for a full-time Employee shall not exceed an average of 38 hours per week, or alternatively, shall not exceed an average of 152 hours in 28 days.

11.5 The ordinary hours for a part-time Employee are set out in clause 6.2.

11.6 The ordinary hours for a casual Employee are set out in clause 6.3.

11.7 The ordinary hours of work are to be worked continuously, except for meal and any rest breaks, at the discretion of Bindaree Beef.

11.8 Where an Employee works a 7.6 hour ordinary hours roster, they shall be rostered to work such ordinary hours over five (5) shifts.

11.9 Where an Employee works a 9.5 hour ordinary hours roster, they shall be rostered to work such ordinary hours over four (4) shifts.

11.10 An Employee will be given at least eight (8) consecutive hours off between shifts or be released from work without loss of pay on the next shift, until they have had at least eight (8) consecutive hours off from work.

11.11 If Bindaree Beef requests an Employee to resume work without at least eight (8) consecutive hours off, they will be paid:

- a) 150% of the minimum hourly rate of pay for the Employee's classification or, where the Employee is a casual, the casual minimum hourly rate of pay for the Employee's classification for the first three (3) hours; and
- b) 200% thereafter of the minimum hourly rate of pay for the Employee's classification or, where the Employee is a casual, the casual minimum hourly rate of pay for the Employee's classification, until released from work to enable eight (8) consecutive hours off work.

11.12 Where an Employee's hours of work commence on one day and conclude on the next day, all of the hours worked by that Employee for that shift shall be deemed to have been worked on the day that the Employee's shift commenced.

11.13 The starting or finishing times for the working of ordinary hours of work may be changed at any time by agreement between Bindaree Beef and the majority of Employees affected by the change, or if agreement is not reached, by Bindaree Beef giving affected Employees 36 hours

notice of the change in start or finish time. This clause does not apply to a change in days upon which ordinary hours are to be worked as provided in clauses 11.1 and 11.2.

## 12 Rosters and shift work

### 12.1 Rosters

- a) Work rosters will be created to meet the operational requirements of Bindaree Beef.
- b) Bindaree Beef will give at least five (5) weeks' notice, to introduce a new roster, however less than five (5) weeks' notice may be given where there is mutual agreement between Bindaree Beef and the majority of affected Employees.
- c) Consultation on changes to rosters will be undertaken as set out in clause 39.

### 12.2 Shift work

Shifts may be worked for any work covered by this Agreement. Shift types for the purposes of this clause:

- a) **Afternoon shift:** means any shift commencing after 2.00p.m. and finishing before midnight.
- b) **Night shift:** means any shift finishing after midnight and before 9.00a.m.
- c) **Fixed night shift:** means a night shift on which an Employee is not allowed to rotate to give the Employee at least one (1) week in each three (3) consecutive weeks on another shift or shifts.

## 13 Shift allowances for shift work

13.1 Shift allowances are paid when the hours are worked Monday to Friday. Shift penalties for Employees working ordinary hours on a Saturday have been incorporated into the Saturday penalty for such ordinary hours as set out in clause 14.

13.2 **Afternoon shift:** An Employee, other than a casual, on afternoon shift shall be paid the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 15% of the minimum hourly rate of pay for the Employee's classification. A casual Employee, on an afternoon shift shall be paid the casual minimum hourly rate of pay for the Employee's classification plus 40% of the casual minimum hourly rate for the Employee's classification (which is inclusive of the casual loading).

13.3 **Night shift:** An Employee, other than a casual, on night shift shall be paid the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 25% of the minimum hourly rate of pay for the Employee's classification. A casual Employee, on a night shift shall be paid the casual minimum hourly rate of pay for the Employee's classification plus 50% of the casual minimum hourly rate for the Employee's classification (which is inclusive of the casual loading).

13.4 **Fixed night shift:** An Employee, other than a casual, on a fixed night shift shall be paid the appropriate rate for the classification in which the Employee is employed under this

Agreement, plus 30% of the minimum hourly rate of pay for the Employee's classification. A casual Employee, on a fixed night shift shall be paid the casual minimum hourly rate of pay for the Employee's classification plus 55% of the casual minimum hourly rate for the Employee's classification (which is inclusive of the casual loading).

## 14 Saturday ordinary hours penalty

### 14.1 Employees who are not shift workers

- a) Employees (other than casual Employees), other than a shift worker, who commence ordinary hours on a Saturday shall be paid 135% of the minimum hourly rate for the Employee's classification for ordinary hours worked on such shift.
- b) A casual Employee, other than a shift worker who commences ordinary hours on a Saturday will be paid 150% of the casual minimum hourly rate for the Employee's classification for ordinary hours worked on such shift.

### 14.2 Employees (other than casuals) who are shift workers

- a) **Afternoon shift:** Employees (other than casual Employees), who are shift workers, who commence ordinary hours on a Saturday afternoon shift shall be paid 150% of the minimum hourly rate for the Employee's classification for ordinary hours worked on such shift (which is inclusive of the afternoon shift allowance).
- b) **Night shift:** Employees (other than casual Employees), who are shift workers, who commence ordinary hours on a Saturday night shift shall be paid 160% of the minimum hourly rate for the Employee's classification for ordinary hours worked on such shift (which is inclusive of the night shift allowance).
- c) **Fixed night shift:** Employees (other than casual Employees), who are shift workers, who commence ordinary hours on a Saturday fixed night shift shall be paid 165% of the minimum hourly rate for the Employee's classification for ordinary hours worked on such shift (which is inclusive of the fixed night shift allowance).

### 14.3 Casual Employees who are shift workers

- a) **Afternoon shift:** Casual Employees, who are shift workers, who commence ordinary hours on a Saturday afternoon shift will be paid 165% of the casual minimum hourly rate for the Employee's classification for ordinary hours worked on such shift (which is inclusive of the afternoon shift allowance).
- b) **Night shift:** Casual Employees, who are shift workers, who commence ordinary hours on a Saturday night shift will be paid 175% of the casual minimum hourly rate for the Employee's classification for ordinary hours worked on such shift (which is inclusive of the night shift allowance).



- c) **Fixed night shift:** Casual Employees, who are shift workers, who commence ordinary hours on a Saturday fixed night shift will be paid 180% of the casual minimum hourly rate for the Employee's classification for ordinary hours worked on such shift (which is inclusive of the fixed night shift allowance).

## 15 Meals and breaks

- 15.1 Subject to clause 15.4, Employees who are required to work for more than five (5) consecutive hours shall be provided with an unpaid meal break of not less than thirty (30) minutes. The unpaid meal break must be taken prior to the expiry of a period of six and a half (6.5) hours after commencement.
- 15.2 Employees on the Slaughter Floor shall be entitled to take a five (5) minute unpaid break in the first half of the day at a time determined by Bindaree Beef.
- 15.3 Full time Employees or Employees who are scheduled to work a full shift, shall be entitled to take a twenty (20) minute break in the first half of the day comprising a fifteen (15) minute paid break and a five (5) minute unpaid break.
- 15.4 Other than in an emergency or where otherwise agreed between Bindaree Beef and the relevant Employee(s), an Employee called upon to work during a scheduled meal break will be paid at overtime rates for the period, and overtime rates will continue until a meal break is allowed.
- 15.5 Employees who are required to work for more than 7.6 hours in a shift when working ordinary hours across five (5) days shall be provided with an additional unpaid Lappo break of five (5) minutes in the second half of the shift. This will only arise in circumstances where Boners / Slaughterers are expected to work more than 7.6 hours in a shift.
- 15.6 Employees who are required to work for more than 9.5 hours in a shift when working ordinary hours across four (4) days shall be provided with an additional unpaid Lappo break of fifteen (15) minutes in the second half of the shift. This will only arise in circumstances where Boners / Slaughterers are expected to work more than 9.5 hours in a shift.
- 15.7 If an interruption of work occurs for any reason within thirty (30) minutes of the commencement of a rest break or within thirty (30) minutes of a normal meal break, Bindaree Beef and affected Employees may agree to take the rest break or meal break be taken at an earlier time. Provided that where there is a breakdown of machinery within one (1) hour of the time of the normal meal break, Bindaree Beef may require Employees to have their meal break at an earlier time.
- 15.8 An Employee required to work overtime for one and a half (1.5) hours or more after their finishing time, will be provided with an unpaid meal break of not less than thirty (30) minutes and a meal allowance as set out in clause 17b) provided, however, that if by continuing at work, the work can be completed in not more than two (2) hours after the Employees finishing time, the Employee may elect to continue at work until the work is completed and, in that case, Bindaree Beef will not be obligated to provide a further unpaid meal break.



## Wage Payments

### 16 Rates of pay

Rates of pay for all classifications are contained in *Appendix 1 – Minimum Hourly Rate of Pay – Permanent Employees (other than Casual Employees)* and *Appendix 2 – Casual Minimum Hourly Rate of Pay – Casual Employees Only*. The production bonuses payable to eligible Employees in addition to rates of pay are contained in *Appendix 3 – Production Bonus*.

### 17 Allowances

Bindaree Beef will pay an Employee any allowances the Employee is entitled to under clause 17.

a) Cold Temperature Allowance

A Cold Temperature Allowance of \$0.88 is paid for every hour or part of an hour, in the aggregate, the Employee is required to work in a setting where the temperature is artificially reduced below zero degrees Celsius.

b) Meal Allowance

A Meal Allowance of \$15.59 per shift will be paid to an Employee who is required to work overtime for one and a half (1.5) hours or more after the Employees rostered finishing time.

c) Tutor Allowance

A person who is formally appointed as a Tutor and who is required by the Supervisor to Tutor another Employee or Employees on a shift, shall be paid an allowance of \$5.00 for such shift.

d) Forklift Allowance

A Forklift Allowance of \$4.00 per shift will be paid to an Employee:

- i. who is not classified as Forklift Operator; and
- ii. is appropriately qualified and operates a forklift for the 'greater part of the shift'.

For clause 17 d) ii. greater part of a shift means:

- Where an Employee works a minimum of three (3) hours operating a forklift, whilst working a shift that is less than 7.6 hours; or
- Where an Employee works a minimum of four (4) hours operating a forklift, whilst working a shift of 7.6 hours or more, up to 9.5 hours; or
- Where an Employee works a minimum of five (5) hours operating a forklift, whilst working a shift of 9.5 hours or more.

e) Leading Hand Allowance

A Leading Hand Allowance (as set out below) will be paid to an Employee for each shift, where the Employee has been appointed by Bindaree Beef to supervise Employees.

- i. \$8.00 per shift when working a shift less than 9.5 hours.

- ii. \$10.00 per shift when working a shift of 9.5 hours or more.

f) Boot Allowance

A Boot Allowance will be paid to Employees in the following classifications:

- i. By Products Labourers Grade 1 and 2 - \$3.85 per week.
- ii. Load Out and Palletising Grade 1, 2 and Labourer - \$2.00 per week.

g) Travelling and transfer to work

Where an Employee is temporarily transferred during working hours from one location to another Bindaree Beef will pay all reasonable costs of transit and travelling time at ordinary rates.

h) Gut Room Allowance

A Gut Room Allowance will be paid to back tripe room Employees who are employed as Labourers at the rate of \$5.00 per day. This allowance is not paid to Follow On Labourers.

## 18 Overtime

18.1 Bindaree Beef may require an Employee to work reasonable overtime, at overtime rates, and such Employee shall work overtime in accordance with such requirement, consistent with the NES.

18.2 Overtime is at Bindaree Beef's discretion and direction to meet operational requirements. Notice to work overtime will be given to Employees as soon as practicable.

18.3 All time worked outside the ordinary working hours, other than by a shift worker, and any time worked outside of rostered ordinary shifts for a shift worker, on any shift will be paid for at:

- a) 150% of the Employee's minimum hourly rate of pay or, where the Employee is a casual, the casual minimum hourly rate of pay, for the first three (3) hours of work.
- b) 200% of the Employee's minimum hourly rate of pay or, where the Employee is a casual, the casual minimum hourly rate of pay, for time worked in excess of (3) hours.
- c) 200% of the Employee's minimum hourly rate of pay or, where the Employee is a casual, the casual minimum hourly rate of pay, for all work commenced on a Sunday. A minimum payment of four (4) hours applies for work undertaken on a Sunday, irrespective of hours actually worked.

18.4 On the last day of the production week and on a day immediately prior to a public holiday (not worked), overtime will not be required for Slaughter Persons and Boners, unless mutually agreed otherwise. All other classifications shall be required to finalise the day's production, which may include overtime, if required.

18.5 Where Bindaree Beef is working a five (5) day roster on the Slaughter Floor and / or in the Boning Room, if there is mutual agreement between Bindaree Beef and Employees to work at least a six (6) hour overtime shift on a Saturday, a minimum payment of six (6) hours overtime

shall be paid for all classifications working such overtime shift, even if the shift concludes before six (6) hours work is completed.

- 18.6 Overtime on a Saturday must be mutually agreed between the Employee and Bindaree Beef.
- 18.7 Regular overtime is required as set out below. Clause 18.7 does not limit rostered overtime and additional regular or ad hoc overtime that may be required. The below regular overtime is agreed as being reasonable overtime.
- a) Up to sixty (60) minutes overtime per shift, may be operationally required for the Boning Room / Slaughter Floor classifications, when rostered a 7.6 hour shift. Where there is agreement between Bindaree Beef and the affected Employees, such overtime (which equates to four (4) hours per week) may be aggregated and worked in periods less than or greater than sixty (60) minutes on any one day over the week.
  - b) **9.5 hour shift:** up to thirty (30) minutes overtime per shift may be operationally required for the Boning Room / Slaughter Floor classifications, when rostered a 9.5 hour shift.
  - c) **Saturday:** When operationally required, Saturday overtime may be required and worked as mutually agreed between the Employee and Bindaree Beef.
  - d) To avoid any doubt, Bindaree Beef and affected Employees may agree to work overtime in addition to that specifically referred to in clause 18.

## Wage related matters

### 19 Classifications

- 19.1 Employees are to be classified according to classification structure set out in *Appendix 4 – Classification Structure*, subject to clause 7 and 9, if applicable.
- 19.2 Regular reviews will be conducted by Bindaree Beef to assess an Employee's suitability to progress to another classification, as set out in clause 19 and *Appendix 4 – Classification Structure*.
- 19.3 There is no automatic progression from one (1) classification to another. This also applies in instances where Employees have received training and been assessed as competent.
- 19.4 Should an Employee request in writing to be transferred to a lower classification, the Employee and Bindaree Beef may mutually agree to transfer the Employee to a lower classification. Where an Employee is transferred to a lower classification, they shall be paid in accordance with that lower classification from the date on which they commence work in the lower classification.
- 19.5 Where a position has been identified for open selection, such position shall be advertised internally at Bindaree Beef. Such positions may, at the discretion of Bindaree Beef be advertised externally at the same time. Bindaree Beef may, at its discretion, directly appoint to a vacant position without the need to advertise.



## 20 Payment of wages

- 20.1 Wages shall be paid on a weekly basis, by electronic transfer to a bank account as nominated by the Employee. Such transfer will take place on Tuesday for availability of funds on Wednesday.
- 20.2 Upon termination of employment, wages, and any other amount due to the Employee under the NES, will be paid into the specified account in the next full weeks' pay day.
- 20.3 In the event of a public holiday falling at the start of a working week, wages may be paid a day late into each Employees account (maximum 24-hour variance to normal practice).
- 20.4 In the event of two (2) coinciding public holidays falling at the start of a working week e.g., Monday and Tuesday or Tuesday and Wednesday, wages may be paid on the Thursday or Friday of that week for the prior pay period on the proviso that Employees receive notification at least two (2) weeks in advance. If this situation will cause an Employee financial hardship, the Employee shall have the opportunity to approach Bindaree Beef and a wage advance may be arranged.

## 21 Superannuation

- 21.1 Bindaree Beef will make superannuation contributions for each eligible Employee at a rate no less than the charge percentage from time to time under the *Superannuation Guarantee (Administration) Act, 1992 (Cth)* or any other minimum rate prescribed by law from time to time (Minimum Contribution Rate).
- 21.2 Superannuation contributions shall be made to an Employees fund of choice, provided such fund is an eligible fund into which Bindaree Beef may make contributions under the relevant legislation and the Employee provides Bindaree Beef with the necessary details to enable the contributions to be made.
- 21.3 If a new Employee wishes to choose a superannuation fund, the new Employee must provide Bindaree Beef with relevant details regarding the choice of fund within twenty-eight (28) days of commencing employment with Bindaree Beef. If a new Employee does not notify of a fund of choice, Bindaree Beef will make superannuation contributions into the new Employee's stapled fund, which Bindaree Beef will request details of from the ATO. Should the Employee not have a stapled fund, superannuation contributions will be made into the default fund, which is the Australasian Meat Industry Superannuation Trust.
- 21.4 Bindaree Beef Employees are entitled to salary sacrifice into superannuation. Employees who wish to salary sacrifice to superannuation must do so for a period of twelve (12) months at a set rate of contribution commencing from the first pay period after 1 July each year. Employees may adjust the rate of salary sacrifice or choice of fund at the beginning of each financial year.

## 22 Deductions authorised by an Employee

- 22.1 Should an Employee owe monies to Bindaree Beef for any reason, for example an overpayment, or costs under clause 43, such Employee shall enter into a payment plan with Bindaree Beef to repay the monies owing.
- 22.2 When determining the payment plan, Bindaree Beef will consult with the Employee about the terms of the payment plan and take into consideration an Employees' genuine circumstances, how the debt occurred and any other relevant considerations.
- 22.3 If an Employee's employment ends for any reason with the Employee having a remaining amount of monies owing to Bindaree Beef, it is agreed that such remaining debt can be withheld from any termination payment owing to the Employee.

## Leave and public holidays

### 23 Annual leave

- 23.1 Employees shall be entitled to accrue and take annual leave in accordance with the NES.
- 23.2 Payment for annual leave
  - a) Unless otherwise provided for in this Agreement, annual leave during employment or at the cessation of employment shall be paid in accordance with the NES.
  - b) In addition to any payment under clause 23.2 a), Employees shall receive leave loading, calculated as an additional 17.5% of the minimum rate of pay for the period of the leave, or for Employees who would have worked shift work if they had not been on leave, the greater of 17.5% or the shift loading which would have applied had they not been on leave.
- 23.3 Approval for annual leave
  - a) The approval of annual leave is contingent on Bindaree Beef being able to maintain production in the absence of the Employee(s) on leave. Therefore, Employees are encouraged to apply for annual leave as early as possible to increase their prospects of being able to take leave at their preferred time. Employees are encouraged to apply for leave no less than twenty (20) business days prior to the date on which they wish to commence a period of leave, however earlier applications should be made where possible.
  - b) Leave will not be approved where there are already the maximum number of Employees with approved leave for the relevant period. Where leave is unable to be approved on this basis, Bindaree Beef will seek to work constructively with Employees to identify alternative periods of time which can be approved as leave.

- c) Unless otherwise agreed, Bindaree Beef will advise an Employee of the outcome of a leave application request within ten (10) business days of receipt of a compliant application for leave form. A decision provided within ten (10) business days can be that the leave has been approved, has been declined or the decision is pending. Where a decision is pending, a final decision shall be provided to the Employee within a further five (5) business days.
- d) Excessive annual leave accruals shall be managed in accordance with the NES.

#### 23.4 Cashing out annual leave

An Employee may request to cash out their annual leave.

- a) If Bindaree Beef approves cashing out of annual leave, the payment arrangement must be in writing as a record between the Employee and Bindaree Beef. Any agreement will contain:
  - i. the amount of leave to be cashed out;
  - ii. the payment to be made to the Employee;
  - iii. the date the payment will be made; and
  - iv. the agreement must be signed by the Employee and Bindaree Beef. Should the Employee be under eighteen (18) years of age, the Employee's parent or guardian must counter sign the agreement.
- b) The request cannot be approved by Bindaree Beef if it results in the Employee's remaining accrued annual leave balance being less than four (4) weeks.
- c) The maximum amount of accrued annual leave that can be cashed out by an Employee in any 12-month period is two (2) weeks.
- d) The cashing out annual leave payment will be equivalent to the amount payable had the Employee taken annual leave.
- e) The cashing out of annual leave payment will be regarded as ordinary time earnings for the purpose of calculating employer superannuation contributions.

## 24 Personal / carer's leave

- 24.1 Personal / carer's leave shall accrue and be taken in accordance with the NES.
- 24.2 Where an Employee is unable to attend work due to circumstances in which they may access personal / carer's leave they must notify Bindaree Beef of their pending absence as soon as possible, but no later than the commencement of their next shift. The Employee must also provide specific information regarding the nature of their illness / injury when they notify of their absence.



- 24.3 Payment to an Employee who takes personal / carer's leave is subject to the Employee providing Bindaree Beef with reasonable evidence that the leave was taken for reasons consistent with the NES requirements. Any evidence provided must be to the reasonable satisfaction of Bindaree Beef. A medical certificate from a registered treating medical practitioner is the preferred evidence and would be considered reasonable evidence. Reasonable evidence need not be provided for two (2) single day absences each calendar year, however once an Employee has had two (2) single day absences they must provide reasonable evidence for each subsequent absence during the calendar year irrespective of duration of absence. All absences of two (2) or more consecutive days must be supported by reasonable evidence.
- 24.4 Where an Employee has been absent on personal leave and the nature of the Employee's absence requires a medical clearance, such Employee will be required to provide a medical clearance from their treating practitioner prior to being able to return to work. Further, even if the nature of the medical condition is not one which requires a medical clearance, where there are genuine concerns regarding the Employee's fitness for work, they may be required to provide a medical clearance prior to recommencing work. The Employee in such circumstances would remain on personal leave pending the medical clearance. If the Employee does not have paid personal leave, they will be provided with unpaid personal leave.
- 24.5 Employees are obliged to ensure that they keep Bindaree Beef informed of the expected duration of any absence on personal / carer's leave (and the nature of the illness / injury) and that if there is a change to the expected period of absence or nature of the illness / injury that this be communicated to Bindaree Beef at the earliest opportunity.
- 24.6 Where an Employee during their period of employment, has a personal / carer's leave balance in excess of 114 hours, such Employee may make an application, in writing, to Bindaree Beef to have the balance in excess of 114 hours paid out. Such application can be for the full accrual in excess of 114 hours or part of such accrual. Where the application is approved, the payment will be made at the rate of pay which would have applied if the Employee had commenced personal / carer's leave from the date of payment and the leave balance will be reduced by an amount equivalent to the leave paid out.
- 24.7 Personal / carer's leave balance will be paid out when an Employee has resigned their employment, only in the following circumstances:
- i. The Employee has more than ten (10) years of continuous service with Bindaree Beef as at their last day of employment.
  - ii. The Employee has given written notice that they are resigning from their employment with Bindaree Beef in accordance with this Agreement.
  - iii. The Employee has a personal / carer's leave balance of 114 hours or greater (calculated as at close of business on the last day of employment).

Where an Employee meets all of the above criteria, they will be paid for their entire personal / carer's leave balance calculated as at the close of business on their last day of employment. Payment shall be at the Employee's minimum hourly rate of pay.



Employees who resign with less than 114 hours of accrued personal / carer's leave (as at the close of business on their last day of employment) shall not be paid for any accrued personal / carer's leave.

## 25 Public holiday

25.1 Employees shall be entitled to public holidays as set out in the NES.

25.2 Payment for public holidays not worked

Employees (other than casual Employees) will be entitled to payment for a public holiday not worked, only when it falls on a day which is their rostered working day. The payment for a public holiday not worked is at the minimum hourly rate of pay for the ordinary hours which the Employee was rostered to work on that day.

25.3 Nominated public holidays

Bindaree Beef has nominated Australia Day, King's Birthday and Labour Day as public holidays on which Employees may be asked to work. Where work is undertaken on such days, they will be full days of work being nine and a half (9.5) hours for Employees working their ordinary hours over four (4) days and 7.6 hours for Employees working their ordinary hours over five (5) days and normal rostered hours for that day for part-time Employees.

25.4 Payment for nominated public holidays

Where an Employee agrees to work on a nominated day as set out in clause 25.3, they shall be paid for all time worked as follows:

- a) Permanent Employee - the minimum hourly rate of pay for the rostered ordinary hours on such day plus 150% of the minimum hourly rate of pay for hours worked; and
- b) Casual Employee – 150% for the first two (2) hours and 200% thereafter of the casual minimum hourly rate of pay.

25.5 Time off instead of public holiday rates for nominated public holidays

Employees (other than casual Employees) may elect to accrue a day in lieu for working on a nominated public holiday, in which case they shall be paid for time worked at 150%, however they will not also be paid for rostered ordinary hours for such day. When the Employee takes the day in lieu, they will be paid for such day at the minimum hourly rate of pay for the number of hours worked on the nominated public holiday, at the minimum rate of pay which applied to the Employee when the hours were worked. Employees who elect to accrue a day in lieu, may request to take such day and it shall be approved subject to operational viability. Further, an Employee may, at any time, request that such day in lieu be paid out at minimum hourly rates of pay for the number of hours worked on the nominated public holiday, at the minimum rate of pay which applied to the Employee when the hours were worked. Where such a request is made, the day shall be paid out in the next pay period.

25.6 Payment for work undertaken on a public holiday, other than a nominated public holiday

When an Employee agrees to work on a public holiday (or alternatively a day substituted for such day), other than a nominated public holiday, they will be paid for time worked as follows:

- a) Christmas Day and Anzac Day:
  - i. Permanent Employee - the minimum hourly rate of pay for the rostered ordinary hours on such day, plus 200% of the minimum hourly rate of pay for hours worked.
  - ii. Casual Employee - 200% of the casual minimum hourly rate of pay.
- b) Good Friday:
  - i. Permanent Employee - paid at the minimum hourly rate of pay for the rostered ordinary hours on such day plus 150% for the first four (4) hours and 200% thereafter of the minimum hourly rate of pay for hours worked.
  - ii. Casual Employee – 150% for the first four (4) hours and 200% thereafter of the casual minimum hourly rate of pay.
- c) All other public holidays (excluding nominated public holidays):
  - i. Permanent Employee - paid at the minimum hourly rate of pay for the rostered ordinary hours on such day plus 150% for the first two (2) hours and 200% thereafter of the minimum hourly rate of pay for hours worked.
  - ii. Casual Employee – 150% for the first two (2) hours and 200% thereafter of the casual minimum hourly rate of pay.

25.7 Substitution of public holidays

- a) Bindaree Beef and the majority of Employees effected or Bindaree Beef and an individual Employee, may agree to substitute another day for a day that would otherwise be a public holiday under the NES, including a Nominated day under clause 25.3.
- b) Bindaree Beef and the majority of Employees effected or Bindaree Beef and an individual Employee, may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES, including a Nominated day under clause 25.3.
- c) Where it is agreed to substitute another day or part-day, time worked on the actual public holiday is paid as if the day were not a public holiday. However, should work subsequently be undertaken on the substituted day, such time will be treated as time worked on a public holiday and paid in accordance with clause 25.4 or 25.5 for a substituted nominated day and clause 25.6 for a day other than a nominated day.

## 26 Compassionate leave

Employees shall be entitled to compassionate leave in accordance with the NES.

## 27 Family and domestic violence leave

Employees shall be entitled to take family and domestic violence leave (paid or unpaid) in accordance with the NES.

## 28 Parental leave

Employees shall be entitled to take parental leave in accordance with the NES.

## 29 Community service leave

Employees shall be entitled to take community service leave in accordance with the NES.

## 30 Long service leave

Employees shall be entitled to take long service leave in accordance with the *Long Service Leave Act, 1995 (NSW)*.

## End of employment

### 31 Termination of employment

31.1 Bindaree Beef will provide Employees with notice of termination except:

- a) those whose employment is terminated because of serious misconduct, as set out in clause 31.4;
- b) a casual Employee; or
- c) Employees (including Trainees) who are employed for a maximum period of time or to perform a specific task or tasks.

31.2 Bindaree Beef - notice of termination:

- a) Other than set out in clause 31.1 Bindaree Beef will provide minimum period of notice of termination of employment as follows:

Employees period of continuous service with Bindaree Beef at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- b) Bindaree Beef will increase the period of notice by one (1) week if the Employee is over 45 years old and has completed at least two (2) years of continuous service with Bindaree Beef, at the end of the day the notice is given.



- c) Bindaree Beef may at its absolute discretion provide an Employee a payment equivalent to the notice set out in 31.2 a) and b) in lieu of all or part of a notice period.

31.3 Employee - notice of termination: All Employees who resign from their employment must provide the following period of notice.

Employees period of continuous service with Bindaree Beef at the end of the day the notice is given	Period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If an Employee fails to give Bindaree Beef the required period of notice, Bindaree Beef can withhold wages equal to the amount of one (1) week's pay.

31.4 Serious misconduct:

Bindaree Beef may terminate the employment of an Employee without notice, for serious misconduct. Serious misconduct means:

- a) wilful or deliberate behaviour by an Employee that is inconsistent with the continuation of the contract of employment.
- b) conduct that causes serious and imminent risk to:
  - i. the health or safety of a person; or
  - ii. the reputation, viability, or profitability of Bindaree Beef's business.
- c) Employee conduct that includes:
  - i. theft; or
  - ii. fraud; or
  - iii. assault; or
  - iv. sexual harassment; or
  - v. the Employee being intoxicated at work.

## 32 Redundancy

32.1 Redundancies will only occur where:

- a) Bindaree Beef no longer require a job to be performed by anyone because of changes in the operational requirements; and
- b) Bindaree Beef have complied with the consultation requirements under this Agreement; and

c) there are no reasonable redeployment options available.

32.2 Should a situation arise which results in a genuine redundancy, Bindaree Beef shall pay affected Employees redundancy pay in accordance with the NES.

32.3 Employee leaving during redundancy notice period

If an Employee who has been given notice of termination of employment due to redundancy leaves during the notice period, they shall remain entitled to the redundancy payment provided for in clause 32.2, however they shall be paid wages up to and including the last day of employment and not until the end of the notice period.

32.4 Alternative employment

Where Bindaree Beef finds acceptable alternate employment for an Employee outside of Bindaree Beef, Bindaree Beef may make application to the FWC to have the redundancy payment otherwise payable waived or reduced for such Employee(s). Where such an application is made, payment under clause 32.2 does not need to be made to such Employee(s) pending the outcome of the application to the FWC.

32.5 Transfer to lower paid duties

a) When an Employee is transferred to lower paid duties, the Employee will be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and Bindaree Beef may, at its discretion, make payment in lieu of an amount equal to the difference between Employees former rate of pay and the new rate of pay for the lower classified role for the number of weeks of notice still owing at the date of employment.

b) In the case of a transfer to another position within Bindaree Beef the redundancy payment will not apply.

32.6 Job search entitlement

a) Where Bindaree Beef has given notice of termination of employment to an Employee in circumstances of redundancy, the Employee will be allowed time off without loss of pay of up to one (1) day each week of the minimum notice period set out in clause 31.2 a) for the purpose of seeking alternative employment.

b) Bindaree Beef may require the Employee to provide proof of attendance at an interview or payment for time absent may not be made. A statutory declaration is sufficient proof of attendance for an interview.

## Closure and stoppage of work

### 33 Closure periods

- 33.1 Bindaree Beef may close the Plant or sections of the plant for the following purposes:
- a) annual close down incorporating the Christmas – New Year period, in which case affected Employees must be provided with no less than four (4) weeks' notice.
  - b) to undertake planned maintenance or expansion works, in which case affected Employees must be provided with no less than six (6) weeks' notice, however if there is a need for a subsequent closure for the purpose in any calendar year, Employees will be provided with ten (10) weeks' notice of such subsequent closure.
- 33.2 During any period of closure under this clause, Employees who have accrued annual leave, long service leave, time in lieu, or Employee Recognition Day may request to take such leave for all or part of the closure period. Such leave will be approved.
- 33.3 Employees who do not have sufficient paid annual leave or long service leave, or who elect not to take paid leave, will be on unpaid leave.
- 33.4 Long service leave may only be taken for a closure period in circumstances where the leave could otherwise be taken at that time.
- 33.5 Trainees who have not yet completed their classroom training may be required to attend work during these periods to attend classroom training.

### 34 Stand down of Employees

- 34.1 Stand Down of Employees
- a) Notwithstanding anything elsewhere contained in this Agreement, Bindaree Beef shall have the right to deduct payment for any Employee for any day or part of a day on which the Employee cannot be usefully employed, because of:
    - i. any strike or industrial action, (other than industrial action organised or engaged in by Bindaree Beef); or
    - ii. any breakdown of machinery, or any other stoppage of work in the plant or part thereof by any cause for which Bindaree Beef cannot reasonably be held responsible.
  - b) For clarity, a "cause" for the purposes of paragraph (a) (ii) is expressly agreed to include a shortage of sufficient numbers of livestock suitable for the usual processing activities undertaken by Bindaree Beef, if that shortage occurs by reason of circumstances for which Bindaree Beef cannot reasonably be held responsible.



- c) For the purpose of this clause, if an overall shortage of livestock suitable for the usual processing activities undertaken by Bindaree Beef occurs as referred to in subparagraph (a) and (b) in respect of a week or other similar period, Bindaree Beef may at its election aggregate all of the livestock available in that week or other period in a manner so as to provide as many full days of work as is practicable, in which case a stoppage of work by reason of the lack of livestock on the remaining day(s) of the week or other period will be deemed to be a stoppage of work within the meaning of this clause.
- d) In the event of a shortage of suitable livestock, Bindaree Beef will give at least one (1) days' notice of a stoppage of work for that reason. Employees who have accrued annual leave, long service leave, time in lieu or an Employee Recognition Day may request to take such leave for all or part of the shutdown. Such leave will be approved.
- e) An Employee who does not have sufficient leave accruals, or does not elect to take paid leave, will receive no pay for the period of the stoppage of work.

### 35 Employee Recognition Day

- 35.1 Employees (other than casual Employee) will be provided one (1) Employee Recognition Day each calendar year, which may be used during any period of closure at the plant under clause 33 or 34 of this Agreement. All eligible Employees will be credited with one (1) day on 1 January each year, to be used prior to 31 December of the same calendar year. The Employee Recognition Day is in addition to other leave provided under this Agreement.
- 35.2 The Employee Recognition Day will only be available for use at a time chosen by the Employee during a closure period under clause 33 or a stand down under clause 34, in the calendar year in which the Employee Recognition Day is credited. If an Employee does not use the Employee Recognition Day in the calendar year in which it is credited, it does not carry over to the following calendar year. The Employee Recognition Day, when taken is paid to the Employee at the Employees minimum rate of pay (exclusive of penalties and loadings) for the roster which would have applied to the day on which the Employee Recognition Day is used.

## Employee development and progression

### 36 Employee training

Bindaree Beef has a training department to provide industry specific training.

- 36.1 Bindaree Beef training opportunities include Meat Processing Certificates that are nationally accredited by The Australian National Training Authority.
- 36.2 The aim of this program is to develop a workforce that is highly knowledgeable in all areas as follows:
  - a) hygiene and sanitation;
  - b) workplace health & safety;
  - c) quality assurance; and



d) product safety.

- 36.3 The training program is intended to increase the number and level of each Employee's skills to promote a multi-skilled workforce.
- 36.4 Reasonable consideration will be given by Bindaree Beef for any training delivered outside of ordinary hours, to allow Employees sufficient time to make necessary arrangements (family etc.) to assist with their attendance.
- 36.5 Training will conform to the provisions contained in the Bindaree Beef Labour Supply Agreement.
- 36.6 Where an Employee undertakes mandatory training, they shall be paid as if the training hours were normal work hours, including where such hours would have been overtime or weekend hours.
- 36.7 Where an Employee requests to be provided with training as part of their personal career development and such training is approved, the Employee shall be paid for such training time at their minimum rate of pay for such training period.

### 37 Skills grading

- 37.1 Bindaree Beef's aim is to continually upgrade and improve Employees skills to maintain the highest standard and consistency for our customers. Regular assessments will be held by a qualified Assessor / Trainer to ensure each Employee is meeting the requirements of the classification they are performing.
- 37.2 In regards to Boners, Slicers and Slaughter Person, if the Employee is not provided the opportunity to progress to a higher classification within a reasonable timeframe (six (6) months for a Boner 2 to go to a Boner 1 and Slicer 2 to go to a Slicer 1, and 252 day working period for Slaughter Person 2 to go to a Slaughter Person 1), Bindaree Beef will proceed to upgrade the Employee and reclassify the Employee when carrying out the tasks as per *Appendix 4 - Classification Structure*. However, if the Employee is provided the opportunity including additional training and is still not able to meet the requirements of the classification being assessed then the Employee will remain on their current assessed classification level. Further, if an Employee chooses not to progress with further training to develop, they will remain on their current assessed classification level.
- 37.3 An Employee does not automatically progress to the relevant classification on successful completion of skills grading. An Employee may be:
- a) given an opportunity to act up temporarily in a higher classification, if suitably qualified, when required.
  - b) meritoriously appointed to a vacant position if suitably qualified.

## 38 Mixed functions

- 38.1 An Employee will perform tasks that are within the Employee's capabilities whatever the classification, as Bindaree Beef may require.
- 38.2 An Employee engaged for two (2) hours or more on any shift for duties carrying a higher rate than their classification, will be paid the higher rate for such shift.
- 38.3 Where an Employee is engaged for less than two (2) hours on any shift for duties carrying a higher rate than their classification, the Employee will be paid for two (2) 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 classification.
- 38.4 The mixed functions change of pay rate will not apply to Trainees, when an Employee is in training, or when competencies are being tested.
- 38.5 Where an Employee who has worked for more than 60% of their ordinary hours in a classification higher than the classification to which they are appointed, makes an application for annual leave which is approved, that period of approved leave when taken shall be paid at either the higher classification rate if they have only worked in one higher classification or if the 60% is made up of periods of work in more than one (1) classification, the Employee shall be paid at the higher classification rate at which the Employee worked the majority of their time.

## Workplace engagement and other matters

### 39 Introduction of major change

- 39.1 This term applies if Bindaree Beef:
- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
  - b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.
- 39.2 For a major change referred to in clause 39.1 a):
- a) Bindaree Beef must notify the relevant Employees of the decision to introduce the major change; and
  - b) clauses 39.3 to 39.9 apply.
- 39.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 39.4 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

- b) the Employee or Employees advise Bindaree Beef of the identity of the representative, Bindaree Beef must recognise the representative.
- 39.5 As soon as practicable after making its decision, Bindaree Beef must:
- a) discuss with the relevant Employees:
    - i. the introduction of the change; and
    - ii. the effect the change is likely to have on the Employees; and
    - iii. measures Bindaree Beef is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
    - i. all relevant information about the change including the nature of the change proposed; and
    - ii. information about the expected effects of the change on the Employees; and
    - iii. any other matters likely to effect the Employees.
- 39.6 However, Bindaree Beef is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 39.7 Bindaree Beef must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 39.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Bindaree Beef, the requirements set out in clause 39.2 a) and clauses 39.3 and 39.5 are taken not to apply.
- 39.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- a) the termination of the employment of Employees; or
  - b) major change to the composition, operation or size of Bindaree Beef’s workforce or to the skills required of Employees; or
  - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - d) the alteration of hours of work; or
  - e) the need to retrain Employees; or
  - f) the need to relocate Employees to another workplace; or
  - g) the restructuring of jobs.
- 39.10 Change to regular roster or ordinary hours of work:
- a) Bindaree Beef must notify the relevant Employees of the proposed change; and
  - b) clauses 39.11 to 39.15 apply.



- 39.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 39.12 If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - b) the Employee or Employees advise Bindaree Beef of the identity of the representative, Bindaree Beef must recognise the representative.
- 39.13 As soon as practicable after proposing to introduce the change, Bindaree Beef must:
- a) discuss with the relevant Employees the introduction of the change; and
  - b) for the purposes of the discussion—provide to the relevant Employees:
    - i. all relevant information about the change, including the nature of the change; and
    - ii. information about what Bindaree Beef reasonably believes will be the effects of the change on the Employees; and
    - iii. information about any other matters that Bindaree Beef reasonably believes are likely to effect the Employees; and
  - c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 39.14 However, Bindaree Beef is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 39.15 Bindaree Beef must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 39.16 In this term: *relevant Employees* means the Employees who may be affected by a change referred to in subclause 39.1.

## 40 The Consultative Committee

- 40.1 A Consultative Committee will meet quarterly or as required to monitor the implementation of this Agreement and assist in the resolution of any concerns or issues arising from the implementation of this Agreement.
- 40.2 The aim of the Consultative Committee is to work in a co-operative and productive manner to ensure matters concerning the application of this Agreement and any other agreed matters are adequately addressed.
- 40.3 The Consultative Committee will be made up of at least three (3) management representatives and eight (8) Employee representatives / Union delegates. The Employee representatives / Union delegates should include Employee representation from the following classification groups:
- a) The Slaughter Floor;

- b) The Boning Room; and
- c) The Other Classifications.

## 41 Dispute resolution

- 41.1 If a dispute relates to a matter arising under the Agreement or the NES, this clause sets out procedures which must be followed.
- 41.2 An Employee who is a party to the dispute may appoint a representative to support and / or represent them in any discussion or process under this procedure.
- 41.3 Process:
- a) In the first instance, the parties to the dispute must try to genuinely resolve the dispute at the workplace level, by discussions between the affected Employee or Employees and relevant Supervisors.
  - b) Should the matter not resolve to the satisfaction of the parties, after completion of step a) above, the Employee or Employees affected may then refer the matter to the relevant Manager for resolution.
  - c) If the matter continues not to be resolved following the completion of step b), the Employee or Employees affected may then refer the matter to the Plant Manager for resolution.
  - d) If the matter continues not to be resolved following the completion of step c), the affected Employee or Employees may then refer the matter to the Chief People Officer for resolution.
  - e) As a final step, if the matter remains unresolved after the completion of steps a) to d), a party to the dispute may refer the matter to the FWC.
- 41.4 FWC may deal with the dispute in two (2) stages:
- a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - i. arbitrate the dispute; and
    - ii. make a determination that is binding on the parties.

Note: If FWC arbitrates the dispute, it may also use the powers that are available to it under the *FW Act*.

A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of *Division 3 of Part 5.1 of the Fair Work Act, 2009*. Therefore, an appeal may be made against the decision.

- 41.5 While the parties are trying to resolve the dispute using the procedures in this clause:
- a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - b) an Employee must comply with a direction given by Bindaree Beef to perform other available work at the same workplace, or at another workplace, unless:
    - i. the work they are directed to do is not safe; or
    - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
    - iii. the work is not appropriate for the Employee to perform; or
    - iv. there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 41.6 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

## 42 Individual flexibility arrangement

- 42.1 Bindaree Beef and an Employee may agree to make an Individual Flexibility Arrangement (IFA) in accordance with clause 42.
- 42.2 Bindaree Beef and an Employee may agree to make an IFA to vary the effect of terms of this Agreement if:
- a) the agreement deals with one (1) or more of the following matters:
    - i. arrangements about when work is performed;
    - ii. overtime rates;
    - iii. penalty rates;
    - iv. allowances; and
    - v. leave loading.
  - b) the arrangement meets the genuine needs of Bindaree Beef and the Employee in relation to one (1) or more of the matters set out in 42.2 a); and
  - c) the arrangement is genuinely agreed to by Bindaree Beef and the Employee.
- 42.3 Bindaree Beef will ensure that the terms of the IFA:
- a) are about permitted matters covered by *section 172 of the Fair Work Act 2009*; and
  - b) are not unlawful terms covered by *194 of the Fair Work Act 2009*; and
  - c) result in the Employee being better off overall than the Employee would be if no arrangement was made.



- 42.4 Bindaree Beef will ensure that the IFA:
- a) is in writing; and
  - b) includes the name of Bindaree Beef and Employee; and
  - c) is signed by Bindaree Beef and the Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - d) includes details of:
    - i. the terms of the Agreement that will be varied by the arrangement; and
    - ii. how the arrangement will vary the effect of the terms; and
    - iii. how the Employee will be better off overall in relation to the terms and conditions of their employment because of the arrangement; and
  - e) states the day on which the arrangement commences.
- 42.5 Bindaree Beef will give the Employee a copy of the IFA within 14 days after it is agreed to.
- 42.6 Bindaree Beef and the Employee may terminate the IFA:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - b) if Bindaree Beef and the Employee agree in writing - at any time.

### 43 Clothing provided

- 43.1 Where any clothing is provided to Employees free of cost by Bindaree Beef, it will remain the property of Bindaree Beef and the Employee shall take reasonable care of such clothing. If the Employee fails to take reasonable care, Bindaree Beef may seek to recover the costs of replacement property or repairing, in accordance with clause 22.
- 43.2 Clothing provided by Bindaree Beef will be collected and returned to the specified place in the Employee's own time.
- 43.3 Employees will be provided with a shift supply of consumables, as required. If an Employee loses or wilfully damages their allocated consumables, Bindaree Beef will seek repayment of replaced consumables, in accordance with clause 22.
- 43.4 Employees will be provided with protective equipment, as required. If an Employee loses or wilfully damages the equipment, Bindaree Beef will seek repayment of the damaged equipment, in accordance with clause 22.
- 43.5 Employees working in freezers will be provided with a blanket suit, a helmet, overalls and freezer boots, for their use whilst at work.

### 44 Slicer's ratio

- 44.1 Bindaree Beef will endeavour to provide the optimal ratio of Slicers to Boners to obtain maximum production levels.

44.2 Bindaree Beef will endeavour to increase the number of Slicers and Labourers needed in the team to manage special orders and cattle types to maintain the flow of production through the room.

## Unions

### 45 Union training

45.1 Employees shall be entitled to paid Trade Union training leave in accordance with the provisions of this clause.

- a) Trade Union training leave is to be confined to workplace Union delegates or persons who have been elected as workplace representatives and who have held such or similar positions for a period of not less than a total period of three (3) months, which might include broken periods of employment.
- b) Bindaree Beef is to be consulted before the nature and content of the course to be attended is finalised.
- c) Trade Union training leave is to be confined to five (5) days per year per participating Employee and is not to be cumulative. There is a limit of three (3) Employees per Union, who may access this leave or leave under clause 46, within any calendar year unless otherwise agreed.
- d) Trade Union training leave under this Agreement is restricted to only those unions who, in accordance with clause 2.1 c) have been found by the FWC to be covered by the Agreement.
- e) The Employees will be paid at the prescribed minimum hourly rate of pay or, where the Employee is a casual, the casual minimum hourly rate of pay, had they been rostered to work.
- f) Applications for leave must be made to Bindaree Beef one (1) month before the course commences.
- g) The granting of Trade Union training leave is subject to Bindaree Beef being able to make adequate staffing arrangements for the relevant period.

45.2 Trade Union training leave may only be granted where the courses to be attended improve the Employees knowledge of industrial relations or related issues.

### 46 Leave to attend Union business

46.1 Bindaree Beef may grant leave without loss of pay to elected Union delegates to attend Union business on site and may grant unpaid leave to attend union business off site (i.e., committee of management meetings, industrial tribunal hearings including where such meetings are conducted using technology).

46.2 The granting of leave is subject to Bindaree Beef being able to make appropriate staffing arrangements for the relevant period.

## 47 Continuing custom and practice

- 47.1 Bindaree Beef agrees to continue existing custom and practice with regard to Union awareness at induction.
- 47.2 The Unions may post notices on a notice board designated for use by the Unions within the workplace. Any Union notice must be in accordance with Bindaree Beef's Code of Conduct.

## Seniority

### 48 Seniority

#### 48.1 Acquisition of Seniority

An Employee, other than a casual Employee, shall commence accruing seniority once they have successfully completed a minimum employment period.

#### 48.2 Purpose of Seniority

- a) Seniority is a consideration in the decision making of the employer in relation to promotion and / or redundancy.
- b) In determining promotions, Bindaree Beef will make the decision based on skills, experience, performance and capacity (merit), however where there is more than one Employee considered to be equally meritorious for a promotion, the Employee with the longest period of seniority under this clause, will be given the promotion. That is, seniority will be the deciding factor where all other criteria are equal between Employees.
- c) Should Bindaree Beef be required to make roles redundant, Bindaree Beef will apply a fair and objective criteria to determining which Employees will be retrenched, if any. However, if there are two (2) or more Employees, on the basis of the objective criteria who are equal, Bindaree Beef when identifying which Employees from this group will be retrenched will select Employees on the basis of seniority, with those with less seniority being selected first.

#### 48.3 Portability of Seniority

Seniority will be calculated on the basis of employment with Bindaree Beef, subject to clause 48.1. This means that if an Employee is transferred between work areas, they maintain their period of seniority as if it were accrued in the new work area.

#### 48.4 Loss of Seniority

An Employee shall not be provided the benefit of their seniority in the following circumstances:

- a) If at the time seniority is relevant to a decision under clause 48.2 b) or 48.2 c), the Employee is on a final warning, provided that it is no more than three (3) months since the final warning was issued.



- b) The Employee has been made redundant by Bindaree Beef and there is a period of more than eight (8) months prior to the reengagement of the Employee.

**Agreement execution**

49 Signatories

**Signed for and on behalf of Bindaree Beef:**

Full Name: Amanda Strange

Position title: People + Culture Manager

Address: 7307 Cwydir Highway Inverell 2360 NSW

Basis of Authority to sign the agreement: People + Culture Manager

A Strange

(Signature)

7/2/2023

(Dated)

**For and on behalf of the Employees:**

Full Name: Justin Smith

Position title: AMIEU Newcastle and Northern Branch Secretary

Address: 34 Union street Newcastle west 2302

Basis of Authority to sign the agreement: Meatworkers Union Secretary

J Smith

(Signature)

7-02-2023

(Dated)

## Appendix 1 – Minimum Hourly Rate of Pay – Permanent Employees (other than Casual Employees)

The minimum hourly rates set out in the table below will apply to all Employees (other than Casual Employees).

Classifications	Minimum Hourly Rate of Pay			
	A	B	C	D
	On commencement of the Agreement	From the first full pay period after the 12 month anniversary of the commencement of the payment in column A	From the first full pay period after the 12 month anniversary of the commencement of the payment in column B	From the first full pay period after the 12 month anniversary of the commencement of the payment in column C
<b>SLAUGHTER FLOOR</b>				
Slaughter Person - Grade 1 / Carcass Grader / Neck Boner – Grade 1	\$30.28	\$31.19	\$31.97	\$32.76
Slaughter Person - Grade 2 / Neck Boner Grade 2	\$28.38	\$29.23	\$29.96	\$30.71
Follow On Labourer	\$27.93	\$28.77	\$29.48	\$30.22
By Products – Grade 2	\$27.93	\$28.77	\$29.48	\$30.22
Slaughter Floor Labourer / By Products – Grade 1	\$26.88	\$27.68	\$28.38	\$29.08
<b>BONING ROOM</b>				
Chiller Assessor	\$32.25	\$33.22	\$34.05	\$34.90
Boner – Grade 1	\$31.62	\$32.57	\$33.39	\$34.22
Boner – Grade 2	\$29.70	\$30.59	\$31.36	\$32.14
Slicer – Grade 1	\$27.25	\$28.07	\$28.77	\$29.49
Slicer – Grade 2	\$27.08	\$27.90	\$28.59	\$29.31
Bandsaw Operator	\$27.08	\$27.90	\$28.59	\$29.31
Pre-Trimmer / Scale Operator	\$26.56	\$27.36	\$28.04	\$28.74
Drop Down	\$26.13	\$26.92	\$27.59	\$28.28
Boning Room Packer – Grade 2	\$26.14	\$26.93	\$27.60	\$28.29
Boning Room Packer – Grade 1	\$25.61	\$26.38	\$27.04	\$27.72
Boning Room Labourer	\$25.50	\$26.27	\$26.92	\$27.59
<b>OTHER</b>				
Load Out & Palletising Area – Grade 2	\$26.14	\$26.93	\$27.60	\$28.29
Load Out & Palletising Area – Grade 1	\$25.61	\$26.38	\$27.04	\$27.72
Load Out/Palletising Labourer	\$25.50	\$26.27	\$26.92	\$27.59
Cleaner	\$26.01	\$26.79	\$27.46	\$28.15
Forklift Operator	\$26.67	\$27.47	\$28.16	\$28.86
New Start Labourer	\$23.53	\$24.24	\$24.84	\$25.46



## Appendix 2 – Casual Minimum Hourly Rate of Pay – Casual Employees Only

From commencement of this Agreement until the nominal expiry date the casual minimum hourly rates of pay (exclusive of casual loading) will be equivalent to the *Meat Industry Award 2020's* hourly rate of pay for the Employee's classification (exclusive of casual loading) plus an additional \$0.50 per hour. Provided that, the casual minimum hourly rate of pay that applied to an Employee's classification on the nominal expiry date of this Agreement will continue to apply with no further increases other than those required by section 206 of the *Fair Work Act 2009* whilst the Agreement remains in operation.

The following table sets out the equivalent *Meat Industry Award 2020* classification level for each of Bindaree Beef's classification level.

Bindaree Beef Classification	Meat Industry Award 2020 Classification
<b>SLAUGHTER FLOOR</b>	
Slaughter Person - Grade 1 / Carcass Grader / Neck Boner - Grade 1	Meat Industry Level 6
Slaughter Person - Grade 2 / Neck Boner – Grade 2	Meat Industry Level 6
Follow On Labourer	Meat Industry Level 4
By Products – Grade 2	Meat Industry Level 5
Slaughter Floor Labourer / By Products – Grade 1	Meat Industry Level 3
<b>BONING ROOM</b>	
Boner – Grade 1	Meat Industry Level 6
Boner – Grade 2	Meat Industry Level 6
Slicer – Grade 1	Meat Industry Level 5
Slicer – Grade 2	Meat Industry Level 5
Bandsaw Operator	Meat Industry Level 5
Pre-Trimmer / Scale Operator	Meat Industry Level 4
Drop Down	Meat Industry Level 3
Boning Room Packer – Grade 2	Meat Industry Level 3
Boning Room Packer – Grade 1	Meat Industry Level 3
Boning Room Labourer	Meat Industry Level 3
<b>OTHER</b>	
Load Out & Palletising Area – Grade 2	Meat Industry Level 4
Load Out & Palletising Area – Grade 1	Meat Industry Level 3
Load Out / Palletising Labourer	Meat Industry Level 3
Cleaner	Meat Industry Level 3
Forklift Operator	Meat Industry Level 5
New Start Labourer	Meat Industry Level 1

### Appendix 3 – Production Bonus

In addition to the wage rates set out in Appendices 1 and 2, those Employees working as Slaughter Persons, Neck Boners, Carcass Graders, Boners, Slicers and Bandsaw Operators are, subject to the following eligibility criteria, entitled to production bonuses as set out in the below tables:

- (a) A production bonus will only be paid to Employees engaged on a given shift, if work has commenced on that shift.
- (b) The Employee must work all of their rostered ordinary hours on the shift to be eligible for the production bonus.
- (c) An Employee who does not work the full reasonable overtime hours on the shift will only be entitled to the production bonus based on the achievement of production levels obtained during the ordinary hours of the shift.
- (d) Production bonuses are not payable on work undertaken on public holidays.
- (e) Only those Employees who have been signed off by Bindaree Beef as competent as a Slaughter Person, Neck Boner, Carcass Grader, Boner, Slicer or Bandsaw Operator and are undertaking the work of such a classification are entitled to the production bonuses set out in this Appendix. The only exception to this is where Employees not yet signed off as competent Boners by Bindaree Beef, work with one or more other Employees on a boning station, who are together considered to be the equivalent of one competent Boner and in such instances each of the Employees working together will be entitled to the production bonuses set out in sub-clauses 1.1 and 1.2 of this Appendix on a proportionate basis. For example, if there are two Employees on a boning station, they will each be entitled to 50% of the relevant production bonus.
- (f) For clarity, the production bonuses are considered ordinary time earnings and therefore superannuation is payable on all production bonuses.
- (g) For the purposes of determining the number of kilograms of hot standard carcass weight which has been processed in the Slaughter Room or Boning Room on which a production bonus is payable, the following will apply:
  - a. In the Boning Room, where learners are learning on a learner's chain, the hot standard carcass weight which is processed on the learner's chain does not form part of the weight processed in the Boning Room.
  - b. In the Slaughter Room, the hot standard carcass weight processed in the room whether or not processed by a learner will count towards the weight processed in the Slaughter Room.
- (h) For the purposes of determining the number of boners by which the kilograms of hot standard carcass weight per shift are to be averaged for the production bonuses set out at sub-clauses 1.1 and 1.2 of this Appendix, the following will apply:
  - a. Employees signed off as competent boners who worked on the shift; and



- b. Employees not yet signed off as competent boners who work together on a station and are considered by Bindaree Beef as the equivalent of one competent boner. For example, if there are two (2) Employees working on the one station and together, they are considered equivalent to one competent boner they will be counted as one boner.

**1. Boners, Slicers and Bandsaw Operators**

**1.1 Minimum of 7.6 ordinary hours but less than 9.5 ordinary hours worked on a shift**

Boners, Slicers and Bandsaw Operators are entitled to the following production bonus payable per shift based on achievement of productivity levels during a shift of which a minimum of 7.6 ordinary hours, but less than 9.5 ordinary hours are worked:

Bonus Level	Kilograms/Shift averaged per Boner	Production Bonus per shift		
		Boner	Slicer 1	Slicer 2 / Bandsaw Operator
PB Level 1	1 - 7,499kg	\$30.00	\$20.00	\$10.00
PB Level 2	7,500 - 7,999kg	\$40.00	\$30.00	\$20.00
PB Level 3	8,000kg - 8,499kg	\$60.00	\$50.00	\$40.00
PB Level 4	8,5000 - 8,999kg	\$70.00	\$60.00	\$50.00
PB Level 5	9,000kg +	\$80.00	\$70.00	\$60.00

**1.2 Minimum of 9.5 ordinary hours worked on a shift**

Boners, Slicers and Bandsaw Operators are entitled to the following production bonus payable per shift based on achievement of productivity levels during a shift of which a minimum of 9.5 ordinary hours are worked:

Bonus Level	Kilograms/Shift averaged per Boner	Production Bonus per shift		
		Boner	Slicer 1	Slicer 2 / Bandsaw Operator
PB Level 1	1 - 8,999kg	\$37.50	\$25.00	\$12.50
PB Level 2	9,000 - 9,499kg	\$50.00	\$37.50	\$25.00
PB Level 3	9,500kg - 9,999kg	\$75.00	\$62.50	\$50.00
PB Level 4	10,000 - 10,499kg	\$87.50	\$75.00	\$62.50
PB Level 5	10,500kg +	\$100.00	\$87.50	\$75.00



## 2. Slaughter Persons, Neck Boners and Carcass Graders

### 2.1 Minimum of 7.6 ordinary hours but less than 9.5 ordinary hours worked on a shift

Slaughter Persons, Neck Boners and Carcass Graders are entitled to the following production bonus per shift based on achievement of productivity levels during a shift of which a minimum of 7.6 ordinary hours, but less than 9.5 ordinary hours are worked:

Bonus Level	Average Kilograms/Hour on the shift	Production Bonus per shift
PB Level 1	1 - 24,999kg	\$20.00
PB Level 2	25,000 - 37,999kg	\$40.00
PB Level 3	38,000kg +	\$50.00

### 2.2 Minimum of 9.5 ordinary hours worked on a shift

Slaughter Persons, Neck Boners and Carcass Graders are entitled to the following production bonus per shift based on achievement of productivity levels during a shift of which a minimum of 9.5 ordinary hours are worked:

Bonus Level	Average Kilograms/Hour on the shift	Production Bonus per shift
PB Level 1	1 - 24,999kg	\$25.00
PB Level 2	25,000 - 37,999kg	\$50.00
PB Level 3	38,000kg +	\$62.50

## Appendix 4 – Classification Structure

Classification	Indicative Tasks
<b>SLAUGHTERFLOOR</b>	
Slaughter Person Grade 1 / Carcass Grader 1 / Neck Boner Grade 1	<p>A Slaughter Person who has been assessed as being fully competent to perform 3 or more slaughtering tasks (one of which may include neck boning) in accordance with Bindaree Beef's standards and specifications.</p> <p>A Carcass Grader who has been assessed as being fully competent in accordance with Bindaree Beef's standards and specifications.</p>
Slaughter Person Grade 2 / Neck Boner Grade 2	A Slaughter Person who has been assessed as being fully competent to perform 1 to 2 slaughtering tasks (that may include neck boning) in accordance with Bindaree Beef's standards and specifications.
Follow On Labourer	A Follow On Labourer who has been assessed as being fully competent to perform 1 or more of the following tasks in accordance with Bindaree Beef's standards and specifications: Rodding, NLIS scanner and HGP palpation, first leg changeover, tongue drop, SRM Vac, AusMeat trimmers, first whizz, retain rail, horn cutters and offal presentation. Rotate and do all tasks in the gut room.
By Products – Grade 2	A ByProducts machinery operator who has been assessed as being fully competent in the start-up, running, and shutting down of the cookers and associated machinery in accordance with Bindaree Beef's standards and specifications.
Slaughter Floor Labourer/By Products – Grade 1	<p>A Labourer who has been assessed as being fully competent to perform tasks in the Slaughter Floor, offal room, offal-by (tripe room) in accordance with Bindaree Beef's standards and specifications.</p> <p>A ByProducts Labourer who has been assessed as being fully competent to perform tasks in the by-products area in accordance with Bindaree Beef's standards and specifications.</p>
<b>BONING ROOM</b>	
Chiller Assessor	A Chiller Assessor that has been fully trained and deemed competent to all MSA grading standards and is aligned in Bindaree Beef's standards and specifications.
Boner – Grade 1	A Boner who has been assessed as being fully competent to bone both hindquarters and forequarters in accordance with Bindaree Beef's standards and specifications.
Boner – Grade 2	A Boner who has been assessed as being fully competent to bone either hindquarters or forequarters in accordance with Bindaree

	Beef's standards and specifications, working towards being a Boner - Grade 1.
Slicer – Grade 1	A Slicer who has been assessed as being fully competent to slice both hindquarters and forequarters in accordance with Bindaree Beef's standards and specifications.
Slicer – Grade 2	A Slicer who has been assessed as being fully competent to slice either hindquarters or forequarters in accordance with Bindaree Beef's standards and specifications, working towards being a Slicer – Grade 1.
Bandsaw Operator	A Bandsaw Operator who has been assessed as being fully competent in accordance with Bindaree Beef's standards and specifications.
Pre-Trimmer / Scale Operator	A Pre-Trimmer who has been assessed as being fully competent to trim both forequarters and hindquarters in accordance with Bindaree Beef's standards and specifications.  A Scale Operator in the boning room who has been assessed as being fully competent in accordance with Bindaree Beef's standards and specifications.
Drop Down	A Drop Down Labourer who has been assessed as being fully competent to perform all tasks that are required in the boning room chillers and drop-down area in accordance with Bindaree Beef's standards and specifications.
Boning Room Packer – Grade 2	A Packer who has been assessed as being fully competent to pack all tables and grade meat cuts in accordance with Bindaree Beef's standards and specifications.  A Packer who has been assessed as being fully competent rotating through the cryovac doing all tasks, including packing and labelling, in accordance with Bindaree Beef's standards and specifications.
Boning Room Packer – Grade 1	A Packer who has been assessed fully competent to pack 1 or more tables in accordance with Bindaree Beef's standards and specifications.  A Packer who has been assessed as being fully competent to rotate through the cryovac doing most tasks other than packing and labelling in accordance with Bindaree Beef's standards and specifications.
Boning Room Labourer	A Labourer in the boning room or cryovac room who has been assessed as being fully competent to perform 1 or more tasks to an acceptable level in accordance with Bindaree Beef's standards and specifications.



OTHER	
Load Out & Palletising Area – Grade 2	<p>A Labourer who has been assessed as being fully competent to perform all tasks in palletising and/or loadout areas including those who are signatories doing MTCs and loadout paperwork or driving forklifts when required, in accordance with Bindaree Beef's standards and specifications.</p> <p>A Labourer who has been assessed as being fully competent to operate and run the tunnel including leading hand in this area.</p>
Load Out & Palletising Area – Grade 1	A Labourer who has been assessed as being fully competent to perform all tasks in palletising and/or loadout area other than signatories doing MTCs and loadout paperwork or driving forklifts, in accordance with Bindaree Beef's standards and specifications.
Loadout/Palletising Labourer	A Labourer in loadout or palletising who has been assessed as being fully competent to perform 1 or more tasks to an acceptable level in accordance with Bindaree Beef's standards and specifications.
Cleaner	A Cleaner who has been assessed as being fully competent to perform cleaning duties in accordance with Bindaree Beef's standards and specifications.
Forklift Operator	A licenced Forklift Driver who has been assessed as being fully competent and is the substantive position for which they are employed, in accordance with the Bindaree Beef's standards and specifications.
New Start Labourer	A new Employee with no previous industry experience, undergoing on-the-job training and will have regular assessments done on their work performance to assess their suitability on moving to a labourer's position.

To be deemed competent in each classification Employees are required to be certified as competent in completing the task safely and to Bindaree Beef standards and specifications.

Some classifications require Employees to undergo an annual competency assessment.

Appendix 5 – Junior Jobs

Department	Task
Slaughter Floor	Floor Person
	MHA Trim on 1st Leg
	Tickets
	Tendon Removal
	Packing Offal/Tripe Room
	Offal Wash
	Trim Lungs
	Tail Dropping
Boning Room	Leg Bones
	Lima
	TMA - Sorting
	Carton Handling
	Wrapping
	Floor Person
	Packing - Rib Cover, Knuckles, Flank
Load Out/Palletising	Cryovac/Frozen Chute
	Sorting
	Perch

Applicant: Bindaree Beef Pty Ltd

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking – Section 190**

I, Amanda Strange, People and Culture Manager, have the authority given to me by Bindaree Beef Pty Ltd to give the following undertakings with respect to the Bindaree Beef Inverell Processing Enterprise Agreement 2022-2026 ("the Agreement"):

1. The Applicant undertakes that for the purpose of the additional week of annual leave provided for in the NES the Agreement will be applied such that, **shiftworker** is a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays.
2. The Applicant undertakes the following in relation to clause 24.2 regarding notification of personal leave. Clause 24.2 shall be read as follows:

24.2       Where an Employee is unable to attend work due to circumstances in which they may access personal / carer's leave they must notify Bindaree Beef of their pending absence as soon as practicable (which may be a time after the leave has commenced). However, where reasonably possible, employees are asked to notify their absence before the commencement of their next shift. The Employee must also provide specific information regarding the nature of their illness / injury when they notify of their absence.
3. The Applicant undertakes the following in relation to clause 6.2, Part-time Employee.

Time worked by a Part-Time employee in excess of 38 hours per week shall be paid at overtime rates calculated in accordance with clause 18.3 a).
4. The Applicant undertakes that employees engaged as cleaners will not be rostered to work as follows:
  - a. ordinary hours worked commencing after 8.30am and before 12.00 noon;
  - b. ordinary hours worked commencing at or after 12.00 noon and before 2pm and finishing at or before midnight.
5. The Applicant undertakes the following in relation to non-successive shifts:
  - a. Clause 12.2 of the Agreement, is varied to include the following:
    - d) Non-successive shift: means afternoon or night shifts which do not continue for at least 5 successive afternoon or night shifts.
  - b. Clause 13 of the Agreement, is varied to include the following:



**13.5 Non-successive shift:** An Employee (other than casual Employees), on a non-successive afternoon or night shift, shall be paid for all ordinary hours the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 50% of the minimum hourly rate for the Employee's classification for the first 3 hours and 100% of the minimum hourly rate for the Employee's classification thereafter. A casual Employee, on a non-successive afternoon or night shift, shall be paid for all ordinary hours the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 75% of the casual minimum hourly rate for the Employee's classification for the first 3 hours and 125% of the casual minimum hourly rate for the Employee's classification thereafter (which is inclusive of the casual loading).

- c. Clause 14 of the Agreement, is varied to include the following:

**14.2 d) Non-successive shift:** Employees (other than casual Employees), who are shift workers, who commence ordinary hours on a Saturday non-successive afternoon or night shift, shall be paid for all ordinary hours the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 185% of the minimum hourly rate for the Employee's classification for the first 3 hours and 235% of the minimum hourly rate for the Employee's classification thereafter.

**14.3 d) Casual Employees,** who are shift workers, who commence ordinary hours on a Saturday non-successive afternoon or night shift, shall be paid for all ordinary hours the appropriate rate for the classification in which the Employee is employed under this Agreement, plus 200% of the casual minimum hourly rate for the Employee's classification for the first 3 hours and 250% of the casual minimum hourly rate for the Employee's classification thereafter (which is inclusive of the casual loading).


6. The Applicant undertakes that in any week in which a permanent part-time employee, employed as a New Start Labourer is rostered to work ordinary hours on a Saturday, they will either also be rostered to work at least 4 ordinary hours Monday to Friday or alternatively, in the very rare circumstances where a permanent part-time employee, employed as a New Start Labourer, is only engaged to work ordinary hours on a Saturday, they shall be paid an additional 35 cents per hour for each hour worked on a Saturday.
7. The Applicant undertakes the following in relation to clauses 25.7 a) and 25.7 (b) are to be read such that agreement to substitute a public holiday can only occur between Bindaree Beef and individual employees. Reference in clauses 25.7 a) and 25.7 b), to agreement with the majority of Employees affected shall have no effect.

8. The Applicant undertakes that in relation to moving to working ordinary hours over a 6 day week, Monday to Saturday as provided for in clause 11.1, the following process will apply:
- (a) employees who have an employment commencement date prior to the date on which the Agreement is approved by the Fair Work Commission, and who have been working a Monday to Friday roster, shall be subject to the following process within the 12 week notice period (see (c) below for amended notice period):
    - (i) An expression of interest will be called for employees to commence working ordinary hours across a 6 day week Monday to Saturday;
    - (ii) If, following the expression of interest insufficient employees are available to meet operational needs of Bindaree Beef to commence working a 6 day week Monday to Saturday, employees who did not express an interest will be engaged in an individual consultation process regarding the working of ordinary hours across a 6 day week Monday to Saturday. Bindaree Beef and employees must work collaboratively in this process to identify and overcome barriers to the employee working ordinary hours across a 6 day week, Monday to Saturday;
    - (iii) If, following the individual consultation process insufficient employees are available to meet operational needs of Bindaree Beef to commence working ordinary hours across a 6 day week Monday to Saturday, employees may be directed to commence working ordinary hours across a 6 day week Monday to Saturday. Seniority will be taken into consideration in determining who is given such a direction;
    - (iv) where it becomes necessary for employees to be directed in accordance with (iii) above, such employees will be provided with no less than 4 weeks notice of commencing work on the basis of working ordinary hours across a 6 day working week Monday to Saturday. Where possible, such notice will be provided no later than the conclusion of 8 weeks of the 12 week notice period provided under (c) so that all employees commence the new roster arrangements at the same time.
    - (v) to remove any doubt, operational needs include both the gross number of employees available as well as the number of employees in relevant classifications necessary to undertake the work;
  - (b) employees who have an employment commencement date after the date on which the Agreement is approved by the Fair Work Commission, shall be required to commence working ordinary hours across a 6 day working week, Monday to Saturday on the giving of the 12 weeks notice provided for under (c) below.
  - (c) The notice period for the introduction of a being able to work ordinary hours across a 6 day working week, Monday to Saturday will be 12 weeks and not the 8 weeks provided for in clause 11.1;
  - (d) Bindaree Beef will not commence working ordinary hours across a 6 day working week, Monday to Saturday prior to 1 July 2024, however notice may be given prior to 1 July 2024, for a commencement date after 1 July 2024 if operationally required.

9. The Applicant undertakes to pay employees in the below classifications an additional amount, from the commencement of the Agreement, as set out below for each full day of annual leave taken (pro-rata for less than a full day). Such amounts will only apply to the first 4 weeks of leave accrued for any year of service.

Classification	Gross amount per full day of annual leave (employee works 5 day week)	Gross amount per full day of annual leave (employee works 4 day week)	Weekly gross amount for full week of annual leave
Boner Grade 1	\$12	\$15	\$60
Boner Grade 2	\$12	\$15	\$60
Slicer Grade 1	\$8	\$10	\$40
Slicer Grade 2	\$4	\$5	\$20
Slaughterperson Grade 1/Carcass Grader/Neck Boner - Grade 1	\$8	\$10	\$40
Slaughterperson Grade 2, Neck Boner Grade 2	\$8	\$10	\$40

The above amounts will be increased by the same percentage and at the same time as the increases which apply to wages under the Agreement in columns B, C and D of Appendix 1.

Signature 

Date 31/03/2023