



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Wingham Beef Exports Pty Limited T/A Wingham Beef Exports Pty Ltd
(AG2023/834)

WINGHAM BEEF EXPORTS PTY LIMITED ENTERPRISE AGREEMENT 2023

Meat Industry

DEPUTY PRESIDENT EASTON

SYDNEY, 20 APRIL 2023

Application for approval of the Wingham Beef Exports Pty Limited Enterprise Agreement 2023.

[1] Wingham Beef Exports Pty Limited T/A Wingham Beef Exports Pty Ltd (**the Employer**) has made an application for the approval of the *Wingham Beef Exports Pty Limited Enterprise Agreement 2023* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A and Annexure B to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] I note that the following clauses are potentially inconsistent with the National Employment Standards (**NES**):

- Clause 8.5.4.10 -Types of Employment – Employment Categories (Casual Employment)
- Clause 28.1 – Annual Leave
- Clause 30 – Compassionate Leave
- Clause 33.6 – Public Holidays

[5] Noting the undertaking provided by the Employer, I am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 April 2023. The nominal expiry date of the Agreement is 20 April 2026.



DEPUTY PRESIDENT

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Annexure A

**IN THE FAIR WORK
COMMISSION**

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

Matter number:

AG2023/834

Employer:

Wingham Beef Exports (**Employer**)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the Wingham Beef Exports Pty Limited Enterprise Agreement 2023 (**Agreement**)

Authorised representative:

Chris Black
General Manager

Undertaking-Section 190

For and on behalf of the Employer I, Chris Black General Manager of Wingham Beef Exports:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that:
 - a. The Model Consultation Clause will be applied.
 - b. The Model Flexibility Clause will be applied.
4. give the following undertaking/s with respect to the Agreement:
 - a. The following NES precedence clause shall be included as 5.5 of the agreement:

*"This Agreement will be read and be interpreted in conjunction with the National Employment Standards (NES). If there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee prevails.
Where this Agreement includes terms that have the same effect as terms of the NES or Award, or terms that are ancillary or supplementary to the NES or Award, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified".*
 - b. At the beginning of clause 5.2 of the Agreement the following is to be included:

"The terms of the Meat Industry Award 2020 (the award), or successor award(s), as varied from time to time, are incorporated into this Agreement, except where this Agreement provides for a more favourable outcome, in which case the Agreement provision shall supplement the Award entitlement."

- c. With respect to the clause 45.4 – Clothing – the clause shall not apply as a term of this agreement.

- d. With respect to the clause 46.2 in the Agreement – Knives & tools of the trade – the clause will be taken to read as follows,

Any equipment provided by the employer shall remain the property of the employer and shall be returned by the employee to the employer whenever required.

- a. With respect to the clause 8.5.4.10 in the Agreement – Casual Conversation – subclause (c) – the clause will be taken to read as follows,

In any event, if an employee has been employed by the employer for a period of 12 months; and during at least the last 6 months, the employee has worked a regular pattern of hours on an ongoing basis, the employer must make an offer of full-time employment to the employee.

- b. With respect to the clause referenced as 7.1 (actually 28.1) in the Agreement – Annual Leave (accrual) – the clause will be taken to be read as follows,

An employee (other than a casual employee) will be entitled to accrue 4 weeks of paid annual leave or 5 weeks of paid annual leave in accordance with S.87 of the Fair Work Act 2009.

- c. With respect to the clause 30.1 in the Agreement – Compassionate Leave, – the clause will be read with the addition of the following words;

(d) a child is stillborn, where the child would have been a member of the employee's immediate family, or the employee's household, if the child had been born alive; or

(e) the employee, or the employee's spouse or defacto partner, has a miscarriage.

Paragraph (e) does not apply:

(a) if the miscarriage results in a stillborn child or

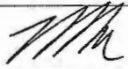
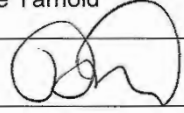
(b) to a former spouse, or former de facto partner, of the employee.

- d. With respect to the clause 33.6 in the Agreement – Substitution of a public holiday clause – the clause shall now be read as below;

Subject to agreement between the employer and an individual employee, another day may be substituted for any public holiday prescribed by clause 33.1.1.

- e. With respect to the clause 25 in the Agreement – a new clause will be added to provide as follows;

Any employee employed as an apprentice will be entitled to be paid the relevant award rate plus an Additional \$1.00 per hour in excess of the award rate for all hours worked.

Date signed:	11 April 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Chris Black
Signature:	
Witness name:	Leanne Yarnold
Witness signature:	

Annexure B

IN THE FAIR WORK
COMMISSION

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

Matter number:

AG2023/834

Employer:

Wingham Beef Exports (**Employer**)

Application:

Section 185 -- Application for approval of a
single enterprise agreement, namely the
Wingham Beef Exports Pty Limited
Enterprise Agreement 2023 (**Agreement**)

Authorised representative:


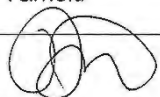
Chris Black
General Manager

Undertaking-Section 190

For and on behalf of the Employer I, Chris Black, General Manager of Wingham Beef Exports Pty Ltd

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer;
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act;
2. give the following undertaking with respect to clause 8.5.4.10 Casual Conversion

The company undertakes to convert a casual employee who has been engaged over a period of six calendar months to the category of employment most aligned to the type of hours they have been working, i.e. full time hours, part time hours, or a daily hire arrangement.

Date signed:	14 April 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Chris Black
Signature:	
Witness name:	Leanne Yarnold
Witness signature:	



*our quality
your success*

WINGHAM BEEF EXPORTS
Pty Limited

Enterprise Agreement 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.

Wingham Beef Exports Pty Limited - Enterprise Agreement, 2023

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Wingham Beef Exports Pty Limited - Enterprise Agreement, 2023

PART 1 – APPLICATION & OPERATION OF AGREEMENT

1. Agreement

This Agreement shall be known as the Wingham Beef Exports Pty Limited Enterprise Agreement 2023 ("Agreement").

2. Definitions & Interpretations

In addition to those set out in Clause 2 of the Meat Industry Award 2020.

- 2.1 "Act" shall mean the Fair Work Act (cth) 2009.
- 2.2 "Additional Day" shall mean a day or part of a day on which an employee elects to work in addition to the ordinary hours of work the employee is required to work for the payment as set out in Clause 20 (overtime) of the agreement.
- 2.3 "Average rate of pay" shall be calculated annually and will be based on the average earnings for ordinary hours during the preceding financial year or part thereof if employment commenced during that period. It will not include allowances, bonuses, or other such payments. Note: *average rates of pay* shall not fall below the Meat Industry Award 2020 and this definition only applies to incentive payment workers.
- 2.4 "Award" shall mean the Meat Industry Award 2020.
- 2.5 "Criteria of Excellence" (*Performance Standards*) shall mean Commitment to the team/Code of Conduct, Attendance, Food Safety/Hygiene, Environmental, WHS & Work Performance
- 2.6 "Employee/employee" shall mean an employee whos work is covered by the classification structure, Schedule A, B & C.
- 2.7 "Employee representative" shall mean an employee or a person nominated by the individual or group of employees concerned.
- 2.8 "Employer" shall mean Wingham Beef Exports Pty Limited (ABN 19 002 954 789) ("the company")
- 2.9 "FWC" shall mean the Fair Work Commission.
- 2.10 "Incentive worker" ref to clause 24.14 (a).
- 2.11 "National Employment Standards "NES" means the standards set out in the Act at s..61(3) and which constitute the minimum entitlements for all employees in relation to all forms of leave and other matters.
- 2.12 "Stand-down" are non-production days, pursuant to clause 40 of this Agreement.
- 2.13 "Time worker" ref to clause 24.13(b).
- 2.14 "Union" shall mean The Australasian Meat Industry Employees' Union.

Wingham Beef Exports Pty Limited - Enterprise Agreement, 2023

3. Aims

3.1 The objectives of this Agreement are:

- 3.1.1 to maintain and continuously improve a profitable and enduring enterprise through the efficient and secure employment for employees.
- 3.1.2 effective provision of high-quality product for the benefit of the employees, the shareholder, the Company's customers and the community;
- 3.1.3 to establish a profitable business as the provider of product of the highest quality to the Company's customers; and
- 3.1.4 to develop a workforce with the skills to enable the Company to provide these products on a consistent basis in order to help expand the enterprise's opportunities.
- 3.1.5 The Company and its employees acknowledge that an essential factor in these objectives is the development and maintenance of harmonious and productive working relationships between all employees, management and the Company so as to ensure the employees are committed to their jobs and the success of the enterprise.
- 3.1.6 Wingham Beef Exports Pty Limited is a leading meat processing company and has attained very high food safety and quality standards and has been instrumental in securing export registration to major world destinations – USA; Canada; Asia and Europe.
- 3.1.7 The company operates its business on a fee-for-service basis, the consequence of this is that its existence depends solely on our ability to meet or exceed our customers' expectations. This means that we must meet all food safety and quality standards in addition to specific customer requirements, and we must do so at a competitive price. This requires a strong commitment from management and all employees to do their job as required.
- 3.1.8 This Agreement strives to lift the standards even higher and in so doing, further enhance the reputation of the business.

3.2 To ensure the objectives of this Agreement are met, the parties agree that the following measures form an integral part of the Company's operations:

- 3.2.1 the Company and its employees will constantly seek improvements in safety, work organization, quality, and any other areas which will enhance the quality of the working environment and the effectiveness of the Company's operations;
- 3.2.2 the training and development of employees to ensure that they have the opportunity to achieve their potential within the enterprise and meet the changing needs of the enterprise;
- 3.2.3 The undertaking of work in a flexible and efficient manner;
- 3.2.4 the development of working relationships between employees and management.
- 3.2.5 the implementation of a system of remuneration which gives encouragement to employees to improve their skills, abilities and performance in line with the operational needs of the enterprise.

4. Date & Period of Operation

4.1 This Agreement shall operate from 7 days after the receipt of the required notice from the Fair Work Commission (that the agreement passes the better off overall test) and shall expire 36 months after the date of approval.

The parties agree, the wage increase for year 1 of this agreement shall be calculated from the first full week on the voting up of this agreement and paid in the first full pay period after the FWC approval. Subsequent wage adjustments will continue each year on the anniversary date of the agreement's approval.

5. Who the Agreement applies to?

5.1 This agreement shall apply to:-

- 5.1.1 Wingham Beef Exports Pty Ltd ("the employer");
- 5.1.2 All of the employees of the employer whose work is covered by the classifications set out in this agreement ("the employees"), employed at its Meat Processing plant at 1295 Gloucester Road, Wingham NSW 2429, and Rendering Plant at 330-406 Rodeo Drive, Macksville NSW 2447.
- 5.1.3 The Australian Meat Industry Employees Union (AMIEU) will, subject to the approval of the FWC, following the union giving notice in accordance with section 183 of the Act, shall be covered by this agreement.

5.2 The terms of the Meat Industry Award 2020 ('The Award') are incorporated into this Agreement as at the approval date of this Agreement, the express term in this Agreement prevails over the incorporated Award term to the extent of any inconsistency, except in the case of minimum wage adjustments.

5.3 Upon incorporating the Award terms into this Agreement, the incorporated Award terms are to be read as altered with the appropriate changes to make them provisions of this Agreement rather than provisions of the Award.

5.4 This agreement shall apply to any new manufacturing (value adding) or meat processing operation/facility which becomes operational after the date of approval of the agreement by the Fair Work Commission.

Wingham Beef Exports Pty Limited - Enterprise Agreement, 2023

6. No Extra Claims

It is agreed by the parties that up to the nominal expiry date of this Agreement:

- 6.1 No party to this Agreement and no employee covered by this Agreement will make or pursue any claims against the employer for wages or conditions of employment in excess of those provided in this Agreement during the life of this agreement.
- 6.2 The employees will not seek any changes to conditions of employment.
- 6.3 It is acknowledged that by operation of s417 of the Fair Work Act, (CTH) 2009 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.
- 6.4 Neither the employees, nor any party to this Agreement, will engage in protected action pursuant to s417 of the Fair work Act, (CTH) 2009, prior to the expiry date of this agreement and only in relation to the performance of any work covered by this Agreement.

7. Model Flexibility Agreement

7.1 Model flexibility term

7.1.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 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.

7.1.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise 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 his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

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

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

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

PART 2 – Employment Relationships

8. Types of employment

8.1 Employees under this agreement will be employed in one of the following categories, which is defined below:

- (a) full-time;
- (b) part-time;
- (c) casual; or
- (d) regular daily hire (including part-time daily hire)

8.2 At the time of *engagement*, the employer will inform each employee of the terms of their engagement and in particular whether they are to be weekly hire full-time, weekly hire part-time, casual, regular daily hire or part-time daily hire.

8.3 The employer and an employee may agree to the transfer of the employee from one category to another.

8.4 In respect to meat processing establishments where regular daily hire is permitted, if the employer and the employee are unable to agree upon a transfer from one category of employment to another, the employer may require the employee to transfer from:

- (a) weekly hire full-time to regular daily hire;
- (b) regular daily hire to full-time;
- (c) weekly hire part-time to part-time daily hire; or
- (d) part-time daily hire to part-time,

upon giving to the employee a minimum of seven days' notice of such transfer.

Provided that a change in employment status under clause 8.4(a) shall only apply to a weekly hire full-time employee with their written agreement.

Nothing in clause 8.4 authorises an employer to require an employee to transfer to casual employment.

8.5 Employment Categories

8.5.1 Full-time

A full-time employee is an employee who is engaged to work an average of 38 hours per week, subject to stand downs and/or shortage of stock provisions (Clause 43).

8.5.2 Part-time Employment

A part-time employee is an employee who;

- 8.5.2.1 is engaged to work less than 38 ordinary hours per week; and
- 8.5.2.2 has reasonably predictable hours of work of not less than 4 consecutive hours on any day unless otherwise agreed; and
- 8.5.2.3 Receives, on a pro-rata basis, equivalent pay and conditions to those of a full-time employee who performs the same kind of work, subject to stand downs/and or shortage of stock provisions (Clause 43).
- 8.5.2.4 The terms of any agreement concerning part-time employment or any agreed variation to the terms will be in writing with a copy retained by the employer and a copy provided to the employee.
- 8.5.2.5 All time worked in excess of the ordinary hours agreed at commencement of employment will be overtime, unless agreed in writing.

8.5.3 Regular Daily or Part-time Daily Hire Employment

- 8.5.3.1 A regular daily hire employee will be employed by the day or shift or part thereof as the case may be, without breaking service for the purposes of the award and the NES as to payment for public holidays, personal/carer's leave and annual leave. Employment will terminate at the end of each day or shift on which the employee is employed.
- 8.5.3.2 A regular daily hire employee may be required by the employer to work no less than 7.6 ordinary hours for each day they are employed.
- 8.5.3.3 A part-time daily hire employee may be required by the employer to work no less than four consecutive hours for each day they are employed.
- 8.5.3.4 Notwithstanding the termination of employment at the end of each day or shift, the engagement of a regular daily hire employee or part-time daily hire employee will continue until the engagement is terminated.

Wingham Beef Exports Pty Limited - Enterprise Agreement, 2023

- 8.5.3.5 Engagement may be terminated by notice on either side as from the end of the ordinary working hours on the day or shift on which notice is given or at any later time specified by the notice.
 - 8.5.3.6 An employee who terminates their engagement as from a time prior to the end of the ordinary working hours on any day or shift without having given the notice in accordance with clause 8.5.3.5 will not be entitled to payment in respect of any time actually worked on that day or shift.
 - 8.5.3.7 A regular daily hire employee will be paid as prescribed in this Agreement in accordance with clauses 51-53, Meat Processing Classifications and Clause 22, Rates of Pay.
 - 8.5.3.8 A part-time daily hire employee will receive for the hours worked, on a pro rata basis, equivalent pay and conditions to those of regular daily hire employees who perform the same work.
 - 8.5.3.9 In consideration of the rights conferred, a regular daily hire employee or a part-time daily hire employee will attend and offer for employment at the normal or other place specified by the employer at the usual starting time on each ordinary day unless notified on a particular day they are not required to attend.
 - 8.5.3.10 Parties to this Agreement determine that Regular Daily Hire employees shall work the daily equivalent of 38 hours per week at ordinary hours; plus the daily equivalent extra hours up to 40 hours per weekly shift subject to the provisions of clause 20, Overtime. Regular Daily Hire employees do not accrue RDOs.
 - 8.5.3.11 Regular Daily Hire employees shall be paid at the relevant general weekly hire rate, prescribed in clause 22 for work performed outside ordinary hours as overtime.
- 8.5.4 Casual Employment
- 8.5.4.1 A casual employee is an employee engaged and paid as such. If an employee is engaged as a casual employee, the employer makes not firm advance commitment to continuing and indefinite work according to an agreed pattern of work. A regular pattern of work does not indicate a firm advance commitment to continuing and indefinite work.
 - 8.5.4.2 This clause does not apply to daily hire employees engaged pursuant to clause 8.5.3.
 - 8.5.4.3 A casual employee will perform such work as the employer requires during the period of engagement.
 - 8.5.4.4 Subject to clause 8.5.4.5 the minimum period of engagement will be four (4) hours each day which may be comprised of hours within or outside the span of ordinary hours of work otherwise prescribed by this agreement.
 - 8.5.4.5 The hours of work of a casual employee shall be up to 38 hours per week to be worked at such times as are agreed between the employer and the employee.
 - 8.5.4.6 The minimum period of engagement for a casual cleaner employed to clean premises may be 2 hours on any day or shift.
 - 8.5.4.7 A casual employee is an employee employed by the hour and whose employment terminates at the end of each engagement.
 - 8.5.4.8 A casual employee employed on shift work will be paid the appropriate shift penalty set out in Clause 21.4.
- 8.5.4.9 Casual Loading
- (a) For each ordinary hour worked, a casual employee must be paid a rate made up of:
 - i. The minimum hourly rate for the classification in which they are employed; and
 - ii. a loading of 25% of the minimum hourly rate.
 - (b) The casual loading will not be paid for overtime hours worked.
- 8.5.4.10 Right to request conversion
- (a) A person engaged as a regular casual employee may request that their employment be converted to full-time, part-time, regular daily hire or part-time daily hire employment in accordance with Clause 12.10 or 12.11 of the Meat Industry Award.
 - (b) Any request under clause 8.5.4.10 (a) must be in writing and provided to the employer.
 - (c) In any event notwithstanding the above the employer at each 12-month period of engagement, will offer full-time, part-time, regular daily hire or part-time daily hire employment, if employment is available.

9. Probationary Period

- 9.1 Newly appointed employees' continued employment will be subject to a Probationary period of 60 days actually worked within six (6) months. This probationary period is to be service concurrently with the six (6) month employment period as described in the act.
- 9.2 New employees will be engaged as Regular Daily Hire employees and placed on New Starters' rates (Grade A6) unless other suitably industry qualified and/or experienced where the employer shall pay at a higher rate (Grade A5). Monthly Probation reviews will be conducted by management to assess the new employee's suitability to progress to a higher labourer wage classification.

Wingham Beef Exports Pty Limited - Enterprise Agreement, 2023

10. Employee Obligations

- 10.1 An employee shall perform such work as the employer may from time to time require within the employees training, skill, and competence, and, subject to this Agreement, shall perform it at such times as the employer may require.
- 10.2 An employee who is absent or not performing their duty shall not, except where otherwise expressly provided in this Agreement, be entitled to any pay for the actual time of such absence or non-performance.
- 10.3 An employee shall be deemed to be absent if the employee is required by this Agreement to attend and offer for work and has failed to do so or has failed to accept work offered to the employee without reasonable excuse.
- 10.4 Nothing in this Agreement shall affect the right of the employer to deduct payment for any day on which an employee cannot be usefully employed because of any strike other than in the meat industry, or through any breakdown of machinery, shortage of stock and stand down (refer clause 43), or any stoppage of work in the meat industry by any cause for which the employer cannot reasonably be held responsible, or for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.
- 10.5 In cases where an employee will be absent from work for any reason:
- 10.5.1 the employee shall notify the employer as soon as practicable, prior to the commencement of the employee's first ordinary working day of absence of the employee's inability to attend for work and state the reason and the estimated duration of absence; keep the employer informed as to any change in the employee's condition, situation requiring an extended period of absence.
- 10.5.2 if on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for work, the employee shall notify the employer forthwith to this effect and state the estimated duration of the further absence; and
- 10.5.3 the employee shall notify the employer of the employee's intention to resume work after an absence, no later than 2:00 PM on the working day before the day of intended return to work; and
- 10.5.4 Should any employee attend and offer for work after any absence without first advising the employer in accordance with the requirements of clause 10.5.3 the employer shall not be obliged to employ such employee on that particular day and the employee shall not be entitled to payment for that day if they do not work.
- 10.6 Nothing in this Agreement shall be construed as preventing the employment of any person partly on work in respect of which provision is made by this Agreement and partly on other work, and in such case this Agreement shall apply to the employment of such employee if the major and substantial part of the employee's work is work in respect of which provision is made by this Agreement.
- 10.7 Use of Time Recording Systems / Time Clocks
Where an employee is required to clock on and off using an automated time keeping system, he/she shall clock off as early as possible at the completion of his/her duties.
- 10.8 Where the employer has a reasonable suspicion that an employee may be entering or leaving the plant with "prohibited item(s)", the employer or representative shall be entitled to undertake a search of the bags, always providing an independent witness and/or union delegate is present at all times.
- 10.9 Performance standards
The following performance standards outline the expectations of employees in their roles, and how they act while in the workplace. These performance standards are set out in detail in the Employee Induction Booklet.
- 10.9.1 Worker Performance, e.g., Productivity
- 10.9.2 Work Health & Safety
- 10.9.3 Food Safety/Hygiene & compliance with quality specks
- 10.9.4 Environmental compliance
- 10.9.5 Contribution to the team/Code of Conduct
- 10.9.6 Punctuality and attendance.

Note: A breach of the performance standards outlined above which incurs a final warning, after investigation, may result in the immediate demotion of seniority for a period of three months.

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11. Abandonment of Employment

- 11.1 An employee who is absent from work without the consent of the employer and during that absence, has failed to notify the employer, or satisfy the employer the absence was for a reasonable cause, may be deemed by the employer to have abandoned their employment and if deemed, the employer may terminate their employment.
- 11.2 Termination in such circumstances shall take effect at the conclusion of the notice period confirmed by a written notice sent to the employee's address as last notified to the employer.
- 11.3 Such notice period notified shall be, subject to the provisions of S.123 of the Act, in accordance with the requirements of S.117 (2) of the Act.
- 11.4 The employer will make reasonable efforts to contact such employees before the employment is terminated under this clause.

12. Termination

12.1 Notice of Termination

12.1.1 **Casual:** a casual must complete the day, up to a minimum of 4 hours; if they terminate before completion of the agreed time, they shall be paid only for the time worked on that day.

12.1.2 **Regular Daily Hire & Part-time Daily hire:** Refer to clause 8.5.3.5 of the agreement

12.1.3 **Full-time & Part-time**

<u>Length of Service</u>	<u>Notice</u>
Not more than 1 year	1 week
1 year+ to not more than 3 years	2 weeks
3 years+ to not more than 5 years	3 weeks
More than 5 years	4 weeks

Note: The period of notice by the employer shall increase by 1 week if the employee is over the age of 45 years and has completed at least 2 years' continuous service.

If an employee who is at least 18 years old does not give the period of notice required under clause 12.1.3, then the employer may deduct from wages due to the employee under this agreement that is no more than one week's wages for the employee.

12.1.4 Nothing in this Agreement prevents the Company from terminating an employee without notice for dismissal justifying summary termination.

12.2 Summary Termination

12.2.1 The employer shall have the right to summarily terminate (dismiss without notice) the employment of an employee, for serious and wilful misconduct. This includes but is not limited to, malingering, theft, dishonesty, serious neglect of duty, assault, bullying and harassment, threats of violence or any other inappropriate behaviour, which is inconsistent with the continuations of the employees' contract of employment, and.

12.2.2 Nothing in this Agreement shall affect any common law right of the employer to terminate summarily the employment of any employee in which case wages shall be paid up to the time of termination only.

12.2.3 Suspension

In lieu of terminating an employee, the employer may, with the agreement of the employee, elect to:

12.2.3.1 suspend the employee without pay for any period not exceeding 10 (ten) working days in which case the wages shall be paid up to the time of the suspension; or

12.2.3.2 regrade and reclassify the employee to a position other than their normal classification should the employee be under performing, in terms of the competency, skill, attendance and/or commitment levels expected.

12.2.3.3 The period of regrade or reclassification shall be at the employer's discretion.

12.3 Employer Rights Not Affected

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

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13. Redundancy

13.1 Redundancy Pay

Redundancy pay is provided for in the NES. See Sections 119 to 123 of the Act.

13.2 Transfer to lower paid duties

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

13.3 Employee leaving during notice period

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

13.4 Job search entitlement

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

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

13.5 Permanent Close-down of Meat Processing Establishment

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

13.5.2 In circumstances the meat processing establishment referred to in clause 13.5.1 is closed and not re-opened within a period of eight consecutive calendar months from the date of closure, it shall be deemed to be permanently closed and the provisions of this clause shall apply.

13.5.3 For the purposes of this clause, the meat processing establishment referred to in this clause shall include parts thereof without limitation.

13.6 Amount of Redundancy Pay

13.6.1 The amount of the redundancy pay equals the total amount payable to the employee, other than a casual employee, for the redundancy pay period worked out using the following table at the employee's base rate of pay for his or her ordinary hours of work:

Period of continuous service	Redundancy Pay
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
At least 4 years but less than 5 years	8 weeks' pay
At least 5 years but less than 6 years	10 weeks' pay
At least 6 years but less than 7 years	11 weeks' pay
At least 7 years but less than 8 years	13 weeks' pay
At least 8 years but less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years	12 weeks' pay

PART 3 – Communication, Consultation & Dispute Resolution

14. Consultative Committee

14.1 Name of Committee

Wingham Beef Exports Consultative Committee

14.2 Membership

The Consultative Committee shall have a membership of up to seven (7) Employee representatives and four (4) Company representatives.

14.3 Employee Representatives

Employee representatives will be elected representatives to ensure that the employee member is a true representative of the employees. Any employee seeking election, shall be nominated by at least one employee, and at least one seconder. Any employee nominated shall have the right to accept or decline such nomination.

14.4 Company Representatives

Company representatives will be nominated by the company.

14.5 Replacement Representatives

If an employee representative is unable to attend a meeting, then the person who came next in the election for employee representative shall attend in their stead. If an employer representative is unable to attend, then a person nominated by the employer shall attend in their stead. In the event of a member's inability to attend a committee meeting, it is that member's responsibility to ensure that their replacement is fully informed on all pertinent matters relating to the committee's activities and advise the chairperson of the replacement. If a replacement member is present at a full committee meeting, they will take no part in decision making and will not have a right to vote.

14.6 Replacement of Members

Employee representatives will be elected representatives to ensure that the employee member is a true representative of the employees. Employer representatives will be nominated by Management. Replacement of members should not be more than two at any one time and should be staggered to ensure the continuity of the committee.

14.7 Sub Committees'

Special purpose sub committees or working parties may be appointed from time to time, by the committee, to collect information, assess issues and provide reports to the committee.

14.8 Confidentiality

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

14.9 Training for Members

Training will be provided by the Company or the Union to members of the consultative committee as deemed necessary by the committee and management to better equip members to meet their commitment and responsibilities to the objective of the committee. Amendments to these guidelines which become necessary in the light of experience will be dealt with through the committee.

14.10 Chairperson & Secretary

The position of chairperson & secretary shall be elected by the committee.

14.11 Meetings

The Consultative Committee will remain active during the term of this Agreement and will meet on a 3 monthly basis, or as required, to address any issues that may arise. These meetings may not require the full Consultative Committee to meet but may be limited to those members of the Consultative Committee to whom the specific issue relates.

14.12 Voting

It is preferable that issues be resolved by consensus, however, should it be necessary to cast a vote, employee representatives shall only cast equal votes to those cast by the employer representatives.

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14.13 Agendas and information

The chairperson coordinates the preparation of the agenda.

The agenda with supporting information shall be distributed in sufficient time prior to a meeting, for representatives to be able to discuss the items with their members.

14.14 Minutes of Meetings

Minutes shall be circulated to committee members for verification prior to posting on notice boards. Every effort shall be made to have minutes publicised within one week of each meeting.

14.15 Agreements Entered Into

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

15. Consultation & Introduction of Change

15.1 This term applies if the employer:

- (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.

Major change

15.2 For a major change referred to in paragraph 15.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 15.3 to 15.9 apply.

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

15.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

15.5 As soon as practicable after making its decision, the employer 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 the employer 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 affect the employees.

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

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

15.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 15.2(a) and subclauses 15.3 and 15.5 are taken not to apply.

15.9 In this clause, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

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Change to regular roster or ordinary hours of work

15.10 For a change referred to in paragraph 15.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 15.11 to 15.15 apply.

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

15.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

15.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (*including any impact in relation to their family or caring responsibilities*)

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

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

15.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 15.1.

16. Dispute Settlement

16.1 If a dispute relates to:

- 16.1.1 a matter arising under this agreement; or
 - 16.1.2 the National Employment Standards;
- this term sets out procedures to settle the dispute.

16.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

16.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

16.4 If discussions at the workplace level do not resolve the dispute, including disputes relating to the incentive system of payment, a party to the dispute may refer the matter to Fair Work Commission.

16.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.

16.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that is permitted by the Act to use and that is considered appropriate for resolving the dispute.

16.7 While the parties are trying to resolve the dispute using the procedures in this term:

- 16.7.1 an employee must continue to perform his or her work as he or she would normally and in accordance with this agreement and the Act, unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- 16.7.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - 16.7.2.1 the work is not safe; or
 - 16.7.2.2 applicable occupational health and safety legislation would not permit the work to be performed; or
 - 16.7.2.3 the work is not appropriate for the employee to perform; or
 - 16.7.2.4 there are other reasonable grounds for the employee to refuse to comply with the direction.

16.8 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term but reserve the right of appeal where the Act permits same.

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PART 4 – Hours of Work

17. Ordinary Hours of Work

- 17.1 Ordinary hours of work for a full-time employee must not exceed 38 hours per week or an average of 38 hours per week not exceeding 152 hours in 28 days, the ordinary hours of work on any day must not exceed 10hrs on any shift, with a span of ordinary hours between 5:00 AM to 7:00 PM, Monday to Friday.
- 17.2 Where the employer and a majority of affected employees agree, ordinary hours may be worked on a Saturday and Sunday, subject to the payment of the relevant penalty rates. Agreement in this respect, may also be reached between the employer and an individual employee.
- 17.3 Such employee's rostered working hours, subject to Part 2 of this Agreement, being comprised of ordinary hours or a combination of ordinary hours and reasonable additional hours as is demonstrated and noted below:
- 17.4 Changes to rostered hours may be agreed between the employer and the relevant employees or their appointed representatives.
- 17.5 Notwithstanding 17.4, above, the parties to the Agreement agree that the Company may alter an individual employee's or a department's normal hours of work or weekly roster or starting and / or finishing times after consultation with the employee's affected, and by giving advance notice of not less than 7 days of an alteration to the following alternate general work patterns:
- 17.5.1 5-day week (day shift/afternoon shift): comprising 5 x 8-hour shifts Monday to Friday with 2 hours paid at penalty rates (ref clause 35.1.2); and/or
- 17.5.2 5-day week (afternoon shift): comprising 8-hour shifts Monday to Friday as per clause 21 & 21.3 with 2 hours paid at penalty rate (see also clause 35.1.2); and/or
- 17.5.3 4-day week (afternoon/night shift): comprising 4 x 10-hour shifts between Monday to Friday as per clause 21 & 21.3 with 2 hours paid at penalty rate (ref clause 35.1.3); and/or
- 17.5.4 4-day week (day shift): comprising 10-hour shifts at 4 days per week between Monday to Friday with 2 hours paid at penalty rates (ref clause 35.1.3); and/or
- 17.5.5 4-day week with rotating roster: comprising of 10-hour shifts rotating at 4 days per week over a 5-day roster Monday to Friday with 2 hours paid at penalty rates (ref clause 35.1.3).
- 17.5.5.1 Employees, so affected, shall be given notice of an individual or team roster
- 17.5.5.2 If mutually agreed, by the employee and employer, an extra shift or part-shift may be worked, paid at 150% for first 3hrs & 200% thereafter for labourers at the relevant agreement rate as prescribed in clause 22 or otherwise banked for future payment or time-off in lieu.
- 17.5.5.3 An employee may temporarily swap a shift with another suitably trained and skilled employee, if agreed by the employer with a week in advance, unless otherwise agreed.
- 17.5.5.4 The company aims to ensure public holidays that fall on non-rostered days are spread out as evenly as possible per calendar year.
- 17.6 Load Out employees agree to provide flexibility by agreement, in starting and finishing times as necessary and as required by the Company.
- 17.7 Insofar as normal working hours may be comprised of an amount of reasonable additional hours and/or days in addition to ordinary hours, employees agree to work these hours on the basis that they are both reasonably required by the employer and necessary to the Company's operations having regard to the nature of the work performed.
- 17.8 Where an employee's ordinary hours of work commence on one day and conclude on the next day, the ordinary hours of work of that employee shall be deemed to have all been worked on the day that the employee's ordinary hours of work began.
- 17.9 In any event no employee shall be paid less than their entitlements under the award.

18. Meal Intervals & Smoko

- 18.1 Meal intervals and smoko breaks shall not be counted as part of the eight or ten rostered hours worked. Therefore, they are deducted for the purposes of calculating Actual Working Time.
- 18.2 Unless otherwise provided or agreed, an employee shall be granted a 15-minute paid break and an unpaid meal interval of not less than 30 minutes at a time decided by the employer during a normal 8 or 10-hour shift.
- 18.3 Except in cases of emergency (including breakdowns) or to meet the needs of the business or as otherwise provided for by this Agreement, the time for meal intervals shall not be altered except on 24 hours' notice to the employees concerned.
- 18.4 If an interruption of work for any cause occurs within 20 minutes or as otherwise agreed with employees of the commencement of a smoko break or within 20 minutes or as otherwise agreed with employees of the commencement of the normal meal break the employer may direct that the "smoko" or meal break be taken forthwith.

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19. Relief Periods

- 19.1 There shall be up to three unpaid five-minute breaks for personal relief. Such breaks are not counted as ordinary hours.

PART 5 – Overtime, Shift work & Penalty Rates

20. Overtime

20.1 Time workers

- 20.1.1 All time worked outside ordinary hours on any day as prescribed in clause 17—Ordinary hours of work will be deemed to be overtime and be paid for at time and a half for the first three hours and double time thereafter. (or accrued/banked for the purpose of use as per Clause 35). This applies to the 2 additional rostered hour's overtime each week.

- 20.1.2 All overtime worked on a Sunday in meat processing establishments must be paid at double time with a minimum payment of four hours

20.2 Payments and/or Banked Overtime hours: Overtime is paid or banked as equal hours at the appropriate penalty rate as prescribed by this Agreement

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

20.3 Reasonable Additional hours

- 20.3.1 The employer may require an employee to work reasonable additional hours, at overtime rates, where applicable, subject to an employees' individual circumstances and the provisions of the NES. E.G. The slaughter and processing of cattle to comply with animal welfare and/or food safety standards.

- 20.3.2 Notwithstanding 20.3.1, above, additional hours above that prescribed in the rotating team roster, clause 17.5.3, 17.5.4 & 17.5.5, shall be by agreement by the parties.

- 20.4 In specific consideration to clause 20.3.1, the parties to this Agreement agree that overtime may be required for employees to work up to twelve reasonable additional days each year for a six-hour shift; when required by the employer. For the purpose of Clause 20.4 the twenty fourth of June will serve as the first count of reasonable additional days as the employer may require per 12-month period for the life of this agreement.

- 20.5 Daily hire and casual loadings and allowances, as prescribed in this Agreement, are not included in payments for overtime hours worked.

21. Shiftwork

- 21.1 Except at changeover of shifts an employee will not be required to work more than one shift in a single 24-hour period.

- 21.2 Shifts may be worked on a one shift, two shift or three shift system.

21.3 Shiftwork definitions:

For the purpose of this clause:

Afternoon Shift means a shift commencing at or after 2pm and finishing at or before midnight.

Night Shift means any shift finishing subsequent to midnight and at or before 9am.

Day shift in a three-shift system means any shift finishing at or after 2 pm and at or before 4pm.

21.4 Shiftwork Allowances Rates

- 21.4.1 An employee on afternoon shift will be paid the ordinary hourly rate for the classification in which the employee is employed, plus 15% thereof.

- 21.4.2 An employee on night shift will be paid the ordinary hourly rate for the classification in which the employee is employed, plus 25% thereof.

Note: A casual employed on shift work will receive the appropriate % loading (Shift Allowance) prescribed in this clause and an additional relevant rate of 25% Casual Loading of the ordinary hourly rate (*i.e. not inclusive of Shift Allowance*).

- 21.4.3 As a shift allowance is paid at the equivalent of the appropriate loading of the relevant wage rate pursuant to the Meat Industry Award, 2020, the allowance will not be paid to an employee whose classification and wage rate prescribed in this Agreement is already higher than that of the said Award plus the shift allowance. In such instance, the shift allowance is fully absorbed within the all-inclusive wage rate prescribed in this Agreement.

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21.5 Meal Break

A shift worker except when engaged on a three-shift system, may either be allowed:

21.5.1 a meal break on not less than 30 minutes per shift: or

21.5.2 an unpaid crib time of 30 minutes after working 6 hours which does not count as timed work and to be taken at a time agreed between the employer and majority of employees directly concerned.

21.6 Alternately starting times, unless otherwise agreed, an individual employee who is required to alter his/her starting time to enable management to make provisions for a replacement will be given at least 24 hours' notice of the change.

PART 6 – WAGES & RELATED MATTER

22. Rates of Pay

22.1 Ordinary hourly rates – the base rates of pay for employees per hours shall be as follows:

Employee Classification Level	On the commencement date of the agreement		12mths from commencement date of agreement		24mths from commencement date of agreement	
	Weekly Hire \$ per hour	Daily Hire \$ per hour	Weekly Hire \$ per hour	Daily Hire \$ per hour	Weekly Hire \$ per hour	Daily Hire \$ per hour
Level 1 (Slaughterman)	32.63	32.63	33.69	33.69	34.78	34.78
Level 2 (Boner)	33.57	33.57	34.66	34.66	35.79	35.79
Level 3 (Slicer)	31.90	31.90	32.94	32.94	34.01	34.01
Grade A1B	31.90	31.90	32.94	32.94	34.01	34.01
Grade A2	25.36	26.89	26.18	27.76	27.03	28.67
Grade A3	24.93	26.46	25.74	27.32	26.57	28.21
Grade A4	24.48	26.01	25.27	26.86	26.09	27.73
Grade A5	23.36	25.39	24.12	26.21	24.90	27.06
Grade A6 (New starter)	22.21	24.23	22.93	25.01	23.67	25.83

Note: Slaughtermen, Boners & Slicers are paid under a "Payment by results system", therefore, above rates are provided as guide to the Minimum Base rate payment guarantee.

22.2 Meat Processing Classifications are shown in Schedule A – Slaughter Floor, Schedule B – Boning Room, & Schedule C – other associated areas.

22.3 Junior Rates

22.3.1 A junior shall be paid the following percentages of the classification of the adult wage rate as prescribed in Clause 21.1. of this agreement;

Under 17 years	75%
17 to 18 years	85%

Note: Adult rates shall apply at age 18

22.3.2 A junior employee who has been assessed as competent in any task, and is able to demonstrate and maintain productivity and quality outcomes at the adult level of performance shall be paid the full adult pay rate when performing that work.

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23. Payment of Wages

- 23.1 Wages will be paid weekly into the employee's nominated bank account.
- 23.1.1 In the event an employee fails to complete a timesheet and/or meet the rules regarding the company's time recording system, that day's wages will be paid in the following week's wages after verification by the employee's supervisor.
- 23.1.2 In the event of a Public Holiday falling at the start of a working week, wages may be paid a day late into each employee's account (maximum 24-hour variance to normal practice).
- 23.1.3 The employer must ensure that the pay records and content of payslips are compliant with the provisions of Regulations 3.33(3) and 3.46(1)(g) of Fair Work Regulations 2009.
- 23.2 Payment on Termination of employment
- 23.2.1 The employer must pay an employee no later than 7 days after the day on which the employee's employment terminates:
- 23.2.1.1 The employee's wage under this agreement for any completed or incomplete pay period up to the end of the day of termination; and
- 23.2.1.2 All other amounts that are due to the employee under this award and the NES.
- 23.2.2 The requirement to pay wages and other amounts under clause 17.2(a) of the Meat Industry Award, is subject to further order of the Commission and the employer making deductions authorised by this award or the Act.
- This clause must be read in conjunction with Clause 17.2 of the Meat Industry Award 2020.

24. Payment by results

- 24.1 Subject to the provision of this clause an employer may, elect to pay employees under an incentive payment system (incentive worker), as an alternative to the time work payment system provided in this agreement (time worker).
- 24.2 An incentive payment system may apply to the whole of the workplace or enterprise covered by this agreement or a section or sections of such workplace or specified categories of employees within the workplace and, to the extent of any inconsistency, will prevail over the timework payment system provided in this agreement whilst the WBE incentive payment system remains in force.
- 24.3 The terms and conditions of any incentive payment system and any agreed modification to such system shall be set out in the Wingham Beef Exports Incentive Payment System will:
- 24.3.1 Be fully explained by the employer to all employees working under such system prior to implementation; and
- 24.3.2 Be made available by the employer in written form to all employees covered by the system, upon request, or to an employee, or to the employee's representative if the employee requested, in a form which enable the system to be understood and assists an employee to calculate their entitlement under the system.
- 24.4 All information shall be kept in accordance with the requirements of the Fair Work Regulations 2009 (cth).
- 24.5 Incentive payments shall be payable to the employee as if the terms of the incentive payment system were the terms of the agreement.
- 24.6 The system may only be modified by agreement between the employer and the majority of the employees covered by the system and must be expressly agreed by the employer and the majority of the employees if there is to be any reduction in the payments.
- 24.6.1 The disputed modification shall be communicated to the employer, and all employees at the establishment who are intended to be affected by the modification;
- 24.6.2 A conference shall be convened as soon as practicable between the parties and, if the parties so choose, their representatives to discuss the disputed modification and to seek resolution of the dispute;
- 24.6.3 If agreement cannot be reached following negotiations between the parties; any party may refer the disputed modification to the Fair Work Commission for conciliation purposes only;
- 24.6.4 If agreement cannot be reached after conciliation under the auspices of the commission or if no party has referred the disputed alteration to the Commission under 24.6.3 within seven (7) days of the conference, any party is entitled to elect to give notice of termination of the incentive payment system as provided in 24.10, or continue working in accordance with the existing system.

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- 24.7 Nothing in 24.6 shall affect the right of the employer or a majority of employees to terminate any incentive payment system under 24.10 in cases where no modification of the system is sought.
- 24.8 Subject to clause 8 – Types of Employment and Clause 43 - Stand Downs Conditions the minimum ordinary time earnings for a day or week for employees working in accordance with an incentive payment scheme will be based on the rate of pay prescribed by clause 16 (of the MIA), Minimum rates for the classification of the employee plus:
- (a) for daily hire employees, an incentive loading of 20% of the employee's classification rate, and a daily hire loading of 10% of the employee's classification rate;
 - (b) for casual employees, an incentive loading of 20% of the employee's classification rate, and a further casual loading of 25% of the employee's classification rate; or
 - (c) for all other employees, an incentive loading of 20% of the employee's classification rate.
- 24.9 Employees working in accordance with an incentive payment system who perform work in overtime hours defined in clause 22—Overtime (of the MIA) or on Saturdays, Sundays or public holidays, will be entitled to minimum payments for all work performed during such times which are no less than the payments to which such employees would be entitled for such time periods worked pursuant to clauses 14 (of the MIA)—Ordinary hours of work and rostering, clause 22 (of the MIA)—Overtime and clause 31 (of the MIA)—Public holidays.
- 24.10 Notwithstanding clauses 24.6, 24.6.4 & 24.7, the parties agree the Wingham Beef Exports Incentive Payment System Agreement, shall stay in place until an alternate system is agreed between the parties.
- 24.11 The Commission may, upon the application of the employer bound by this Agreement, a party to this Agreement, or any employee covered by an incentive payment system made under this Agreement, terminate an incentive payment system forthwith or upon any period of notice determined by the Commission, on the ground that the system is harsh or oppressive or operates in a manner which contravenes the Act.
- 24.12 All payments made to employees working under an incentive payment system for the purpose of calculating payment for annual leave, sick leave, public holidays and other paid leave under the award shall be paid as per clause 2.3 of the agreement. Under no circumstances will an employee be paid any less than the amount to which they would have been entitled under the Award.
- 24.13 If an employee is a member of a union, the employee may be represented by a union in meeting and conferring with the employer about the implementation of clause 24, and in such case, the union must be given a reasonable opportunity to participate in negotiations regarding the proposed implementation of clause 24. Union involvement does not mean that the consent of the union is required prior to the introduction of agreed arrangements.
- 24.14 For the purpose of clause 24, the following will apply:
- (a) incentive payment system means a system of payment whereby the rate or quantum of wages is calculated for each day, shift or week by direct reference to the amount of work performed by the employee, either individually or as a member of a team; and
 - (b) timework payment system means a system of payment whereby the rate or quantum of wages is calculated for each day, shift or week (or part thereof) worked by reference to the time worked by employees, irrespective of the amount of work actually performed during that time, whether or not expected or predicted levels of production are agreed or specified during such work time.
- 24.15 All incentive employees will be provided with a copy of the Wingham Beef Exports Incentive Payment System Agreement.

25. Allowances

In addition to the wage rates set out in this Agreement, the following allowances shall apply, as and when required:

- 25.1 **First Aid Allowance**
A first aid allowance of \$5.00 per day will be paid to an employee who is appropriately qualified and who acts instead of and performs the duties of a full-time first aid officer.
- 25.2 **Meal Allowance**
A meal allowance of \$15.59 will be paid to an employee who is required to work overtime for one and a half hours or more after the employee's rostered finishing time. This rate will increase in line with increases in the Award rate during the life of the agreement.

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25.3 Workplace Training Allowance

A workplace training allowance of \$15.00 per day will be paid to an employee who is designated to provide workplace instructions in the duties to a learner Slaughterer, Boner, or Slicer and/or instruction and demonstration of the knife sharpening skills training program.

25.4 Fork Lift Allowance

A fork lift allowance of \$1.598 per day will be paid to an employee, other than a loadout employee classified as A3/A4 or above, who is appropriately qualified and is designated to perform the duties of a fork lift driver the greater part of a day.

25.5 Leading Hand Allowance – an employee, appointed by the Company, with the direct supervision of other employees shall be paid a minimum Leading Hand allowance of either (a) or (b) or \$10.00 per day whichever is the higher.

(a) A leading hand allowance of \$15.05 per week must be paid to leading hands supervising at least three but fewer than 10 employees (including juniors and apprentices).

(b) A leading hand allowance of \$21.64 per week must be paid to leading hands supervising ten or more employees.

Note: these rates will increase in line with increases in the Meat Industry 2020 award during the life of this agreement.

25.5.1 Any employee required to carry out supervisor duties, shall be paid at a minimum rate of \$30.00 per day.

25.6 Knife Allowances

25.6.1 Slaughterers and Boners \$0.93 per day

25.6.2 Slicers & selected Labourers \$0.64 per day

Note: Knife allowance referred to in this clause, shall increase by 3% per year during the life of this agreement.

25.7 No 1 Allowance: based on daily kill numbers in ordinary hours the following allowances will be paid.

25.7.1 16 Slaughtermen – 560 head killed

25.7.1.1 A minimum guarantee of \$12.27 per working shift

25.7.1.2 Over 560 head killed \$12.27 + \$0.11912/ head killed

25.7.2 17 Slaughtermen – 595 head killed

25.7.2.1 A minimum guarantee of \$13.10 / working shift

25.7.2.2 Over 595 head killed \$13.10 + \$0.11912/head killed

25.7.3 18 Slaughtermen – 630 head killed

25.7.3.1 A minimum guarantee of \$13.82 / working shift

25.7.3.2 Over 630 head \$13.82 + \$0.11912/head killed

25.8 Wirrimbi Rendering: Boiler Attendant duties: \$1 per hour is payable when a rendering employee is rostered to also perform boiler attendant monitoring tasks.

26. Superannuation

26.1 Occupational Superannuation will be implemented by the employer pursuant to superannuation legislation.

26.2 The employer will make superannuation contributions, each month, for the benefit of employees to either:

26.2.1 The Company's default superannuation fund, Australian Super, an accredited MySuper fund; or

26.2.2 The Meat Industry Employees' Superannuation Fund (MIESF); or

26.2.3 The Australian Meat Industry Superannuation Trust (AMIST); or

26.2.4 a superannuation fund which the employee is a member of, provided the superannuation fund is an eligible choice fund that offers a MySuper product.

Note:

If an employee fails to nominate a fund the Company's default fund will be chosen.

26.3 Subject the governing rules of the selected fund, an employee may, in writing, authorise the employer to pay on behalf of the employee a specified amount as a self-contribution from post-tax wages to the employee's superannuation account as voluntary employee contributions

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27. Mixed Functions

27.1 Higher Duties

- 27.1.1 An employee required to perform the duties of a position at a higher classification level for 2 hours or longer, will be paid, for all work done on that day or shift, the rate applicable for that higher level.
- 27.1.2 If the work at the higher classification level is less than 2 hours, the employee will be paid for 2 hours at the higher rate and the balance of their working time will be paid at the rate of the employee's ordinary classification.
- 27.2 This clause shall not take effect unless an employee so engaged in higher duties is accredited as competent to the employer's satisfaction in fully and safely completing the higher duties. Nor shall this clause take effect when training in a task at a higher classification than the employee's ordinary classification.
- 27.3 Where overtime is voluntarily worked for the purpose of setting up prior to the employee's normal commencement time, and the duties of setting up involve tasks which they are performing at a different classification rate of pay than the employee's normal ordinary rate, the employee shall be paid for the duties of setting up at the classification rate of Grade A5 plus any applicable overtime penalty for those duties.
- 27.4 If an employee requests a transfer to duties that carry a lower rate, the employee shall be paid that lower rate from the time of transfer.
- 27.5 Notwithstanding, Clauses 27.1 -27.4 (above), an incentive worker who is required to stand down due to there being no availability of incentive work for a particular period, for a particular employee, who is offered and accepts timework available for that period, accepts that all payments for both ordinary hours, and any hours worked outside ordinary hours in that period, will be at the same rate as that which would apply to a time worker performing the same work.
- 27.6 Similarly, any time worker, who has been assessed as competent, and meets all of the performance standards required to successfully perform the work required to fill a vacant incentive position will be entitled to the same payment for that work, for that period, as will be paid to each of the ongoing members of that incentive team.

Part 7 – Leave & Public Holidays

28. Annual Leave

28.1 Annual leave

Annual Leave is provided for in the NES and is accrued on the basis of each ordinary hour worked to a maximum of 152 hours per annum. Annual leave does not apply to a casual employee.

28.2 Definition of shiftworker

28.2.1 For the purpose of the additional week of leave provided for in the NES, shift worker is a 7-day shift worker who is regularly rostered to work on Sundays and public holidays.

28.3 Payment for annual leave

28.3.1 Unless otherwise agreed, each employee will be paid prior to the commencement of annual leave.

- (a) Any annual leave loading payable under clause 28.5.
- (b) At the employee's ordinary time earnings for the hours the employee would have worked during the period; provided that the ordinary time earnings for any employee employed under a payment by results scheme shall be defined by clause 24.12.

28.3.2 In the event of an employee being engaged 4 weeks prior to the commencement of leave, or termination of employment, in 2 or more classification entitling the employee to different rates of pay, the wages to be paid to the employee will be the average of the weekly rates for the classifications in which the employee was engaged.

28.4 Electronic Funds payment of Annual Leave

Despite anything else in clause 28, employees may be paid in accordance with their usual pay cycle while on paid annual leave.

28.5 Annual Leave Loading

- (a) An employee will receive a loading of 17.5% calculated on the relevant ordinary hourly rate as prescribed in the Meat Industry Award 2020.
- (b) An employee who would have worked on shift work had they not been on leave will be paid the greater of the shift allowance or the 17.5% loading but not both.

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28.6 Public Holidays during leave

Where any public holiday falls within an employee's period of annual leave and is observed on the day which in the case of that employee would have been an ordinary working day there shall be added to that period one day, being an ordinary working day, for each public holiday observed.

28.7 Excessive leave accruals: direction by employer that leave be taken

If an employer has genuinely tried to reach an agreement to utilise excessive leave as set out in the award, then the employer may direct the employee in writing to take a period of leave. Such direction must be in accordance with clause 25.11 of the meat industry award.

28.8 Excessive leave accruals: request by employee for taking of leave

If an employee has genuinely tried to reach an agreement with the employer and was not successful, the employee may give written notice to the employer requesting to take one or more periods of annual leave. Such requests need to be completed in accordance with Clause 25.12 of the award.

28.9 Bi-Annual close down period

28.9.1 Closedown period may be no more than twice during a 12-month period.

28.9.2 Predetermined closedown periods shall be granted to employees for taking annual leave.

28.9.3 The employer, if possible, shall give all employees affected not less than one month's notice of the starting and finishing dates of the closedown periods.

28.9.4 Where an employee does not have sufficient annual leave to cover closedowns the employee shall take unpaid or other appropriate paid leave for the relevant period/s.

28.10 Cashing out of annual Leave

Paid annual leave must not be cashed out except in accordance with clause 25.9 of the award.

29. Personal/Carers Leave

29.1 Personal/carer's leave is provided for in the NES and is accrued on the basis of each ordinary hour worked up to a maximum of 76 hours, but accumulated from year to year.

29.2 Personal leave may be taken as either;

29.2.1 Sick Leave, when the employee suffers personal illness or injury; or

29.2.2 As carers leave, for the purpose of providing care for a member of the employee's immediate family (as defined in clause 29.4 below) or household, who is ill, injured, or affected by an unexpected emergency.

29.3 Medical evidence: from a registered medical practitioner, (or where agreed with the employer, a statutory declaration provided in an approved form) shall be required for:

29.3.1 sick leave absences of more than one day (a medical clearance is required to be submitted on return to work following the absence), as such illness may present a risk to food safety; or other employees

29.3.2 Carer's leave of more than one day any day that an employee provides care for a member of the immediate family or household,

29.3.3 Public holiday: medical evidence is also required for payment of personal leave for an absence immediately before and/or after a public holiday.

29.3.4 Rostered Day Off & Non-Rostered Day: medical evidence is also required for payment of personal leave for an absence immediately before and/or after approved RDO leave or a non-rostered work day as prescribed in clauses 17.5.3, 17.5.4, 17.5.5 (4-Day Week Rosters).

29.4 Term of immediate family as defined in the act means;

(a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

29.5 Unpaid Carers Leave

An employee who has used all of his or her paid leave is entitled to take up to two days unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family (see clause 29.4) or a member of the employee's household requires care or support during such a period because of illness, injury or an unexpected emergency. Casual employees may also access this entitlement.

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29.6 Cashing out of Personal Leave

It is expressly agreed that an employee who has accrued personal/carer's leave in excess of 15 days may, on application in accordance with the NES, Section 101 of the Act (once per annum) at the end-of-year up to maximum annual cash out of 4 weeks.

29.7 Payment on termination:

Employees (other than casual employees) who have completed 10 years' continuous service, shall be paid accrued Personal/Carers leave upon termination, unless the reason for termination was for reasons of, misconduct, neglect of duty, non-performance, dishonesty and/or some other serious breach of company policy.

30. Compassionate Leave

30.1 An employee, (including a casual), is entitled to up to two days compassionate leave for each occasion (a permissible occasion), on which a member of the employee's immediate family or household (as defined in clause 29.4 above):

- (a) contracts or develops a personal illness or injury that poses a serious threat to his or her life,
- (b) sustains a personal injury that poses a serious threat to his or her life;
- (c) or dies.

30.2 Payment of Compassionate Leave – For all employees other than casual employees, an absence from work on compassionate leave will be paid at the employee's base rate of pay (or for any employee employed under a payment by results scheme shall be defined by clause 24.12), for the employee's ordinary hours of work in that period. To avoid doubt, casual employees will not be paid when taking compassionate leave.

30.3 Notice of taking compassionate leave must be given by the employee to the employer prior to the commencement of compassionate leave wherever possible and proof of the illness, injury or death must be furnished by the employee to the satisfaction of the employer.

31. Long Service Leave

31.1 The provisions of the Long Service Leave Act, 1955, shall apply.

32. Family & Domestic Violence

32.1 The provisions of Division 5, Part 2-2 of the Fair Work Act, (CTH) 2009 shall apply.

32.2 Any employee with a domestic violence issue or experiencing domestic violence should report the matter to the companies HR Manager and provide the police report(s), or other reasonable form of evidence to the HR Manager personally for reasons of confidentiality.

33. Public Holidays

33.1 An employee, other than a casual employee, who is rostered to work on a day that falls on a public holiday, shall be entitled to payment for that day. If an employee is not rostered to work on the public holiday the employee is not entitled to payment under this clause.

Public holidays are:

33.1.1 New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Labour Day; Sovereign's Birthday, Christmas Day, Boxing Day; and;

33.1.1.1 Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

33.1.1.2 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subsection (1), then the substituted day or part-day is the *public holiday*.

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- 33.2 The public holidays, referred to in 33.1.1, will be observed on the actual day on which they fall, as gazetted by the State Government from time to time.
The following holidays in lieu shall be observed;
- 33.2.1 When Christmas day is on a Saturday or a Sunday, a holiday in lieu of thereof shall be observed on the next succeeding Monday.
- 33.2.2 When Boxing Day is on a Saturday or a Sunday, a holiday in lieu of shall be observed on the first weekday after Christmas day.
- 33.2.3 When New Year's Day is a Saturday or a Sunday, a holiday in lieu of thereof shall be observed on the following Monday.
- 33.3 Unless otherwise agreed, no work will be offered on New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Christmas Day or Boxing Day.
- 33.4 **Payment for absence on Public Holiday**
Subject to the provisions of clause 33.6:
- 33.4.1 When a Public Holiday falls on a day that is an employee's ordinary working day and the employee is not required to work, the employee shall be paid for the Public Holiday at their ordinary hourly rate or the incentive worker average rate of pay, whichever applies, for the number of ordinary hours of work that the employee would have been required to work if the day had not been a Public Holiday.
- 33.5 **Payment for work on public holidays**
- (a) Christmas Day and Anzac Day will be paid at 200% of the classification rate for all time worked;
- (b) Good Friday will be paid for all time worked at the rate of 150% for the first 4 hours and 200% thereafter of the classification rate; and
- (c) any other public holiday will be paid at 150% for the first 2 hours and 200% time thereafter based on the classification rate. For all employees other than casuals, the above payments will be in addition to the ordinary weekly, daily or hourly rate of pay as appropriate, calculated by reference to the ordinary hourly rate as defined in clause 22.
- 33.6 **Substitution of public holidays**
Subject to agreement between the employer and an employee or the majority of employees in a section or sections of the Plant, another day may be substituted for any Public Holiday prescribed by clause 33.1.1.
- 34. Preserved Entitlement (previously union picnic day)**
- 34.1 An employee employed as at the date that a valid majority of employees voted to approve this agreement (other than a casual), will be entitled to the following
- 34.1.1 All ordinary hours worked on that day shall be paid at the employees' ordinary hourly rate and overtime thereafter.
- 34.1.2 In addition to the payment prescribed by clause 34.1.1, an employee shall, for all ordinary hours worked on that day have the option to either; -
- 34.1.2.1 Accrue a day's leave calculated at the employee's ordinary hourly rate; or
- 34.1.2.2 Be paid an amount calculated at the employee's ordinary hourly rate.
- 34.1.3 Where an employee accrues a day's leave in accordance with clause 34.1.2.1, it will be recorded on the employees' payment advice slip as banked hours.
- 34.1.4 Unless otherwise agreed, at least fourteen (14) days' notice shall be given to the employer as to when the employee would like to take the leave accrued in accordance with clause.

35. Rostered Days Off (RDO)

- 35.1 **Accruals of Rostered Days Off (RDO's)**
- 35.1.1 This clause does not apply to daily hire employees.
- 35.1.2 An employee shall accrue .4 of an hour to their RDO bank for each day the employee: -
- (a) Completes 8 ordinary hours of work (5-day roster); or
- (b) Completes the required production output that is scheduled on any particular day
These accruals operate for each day worked – or on a pro rata basis for part time employee.
- 35.1.3 An employee shall accrue .5 of an hour to their RDO bank for each day the employee: -
- (a) Completes 10 ordinary hours of work (4-day roster); or
- (b) Completes the required production output that is scheduled on any particular day
These accruals operate for each day worked – or on a pro rata basis for part time employee.

Note: No other time worked or leave taken accrues hours to the employee's RDO bank.

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- 35.2 An employee may be granted an RDO as paid leave (for days or hours accrued) in the following circumstances:
- 35.2.1 Stand Down day/s when notified by the employer;
 - 35.2.2 Cashing-out at end-of-year – on application by the employee or as directed by the employer for RDO accruals in excess of 6 days;
 - 35.2.3 In cases of a personal emergency.
- 35.3 Notwithstanding clause 35.2 above, the Company maintains the right to refuse such an application from an employee due to production requirements and shortages of suitably qualified replacement employees.
- 35.4 Accrued RDO hours are payable on termination of employment.
- 35.5 RDO's are paid at the employee's base rate of pay for a timeworker, and average rate of pay for an Incentive worker, refer clause 2.3.
- 35.6 The first 3 days RDO accrued in any year must be retained by the employee as accruals for stand down circumstances.
- 35.7 The company will endeavour to give 48 hours' notice for a scheduled RDO.
- 35.8 **Transfer to Regular Daily Hire**
Should an employee transfer to Regular Daily Hire Employment as prescribed in clause 8.4, the accrued RDO balance may be cashed out at the current rate or remain accrued as leave but it shall be frozen at the current value.

36. Jury Service & Community Service

The provision of Division 8, Part 2-2 of the *Fair Work Act 2009 (CTH)* shall apply

37. Parental Leave

The provisions of Division 5, Part 2-2 of the *Fair Work Act, (CTH)* 2009 shall apply

38. Attendance Bonus

- 38.1 An attendance bonus of \$125 will be paid to a permanent employee who has not used any Personal/Carers Leave in the 6-month period immediately after the approval date of the agreement. Such bonus shall be paid in each subsequent 6-month period, during the period in which the employee has not used any such personal/carers leave in that period.

Note 1: that any day an employee is absent from work for reasons other than an approved period of Annual Leave, RDO, Stand Down, or time off in lieu; will automatically result in the non-payment of the bonus.

Note 2: On receipt of documentation from a Medical Specialist of an appointment relating to an identified life-threatening injury or illness, the calculation of this absence, for the purpose of the attendance bonus, will be exempt).

PART 8 – WORK ORGANISATION

39. Training

- 39.1 The Company is committed to establishing and maintaining an accredited training program that is specific to the needs of Wingham Beef Exports and to ensure a safe, efficient, and productive workforce.
- 39.2 In-house practical training will be provided, for Boners, Slicers & Slaughterers delivered by competent workplace trainers. Such training and associated events will be implemented as per the Company's Workplace Training Policy.
- 39.3 Applications for in-house training will be considered by the employer and not be restricted to an employee's normal work area. If a vacancy occurs in another department, allowing for advancement to all classification throughout the Plant. This will be subject to the normal training selection procedure.
- 39.4 In reference to 39.1 to assist this process a Training Committee will be established to assist in the implementation

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40. Work Flexibility

- 40.1 The parties agree that all efforts will be made to ensure the continuous operation of plant and machinery, but recognise that circumstances beyond the control of either party, including maintenance, may require temporary stoppages.

41. Change of work station

- 41.1 Employees may alternate between stations only by agreement with the employer's representatives and on the basis that the employees concerned are competent in the Company's opinion to perform the tasks to which an employee wishes to transfer.
- 41.2 In assessing requests to change work positions the major criteria shall be the continued performance of work to standards acceptable to the employer.

42. Performance of Work

- 42.1 All work shall be performed to a standard of workmanship satisfactory to the employer.
- 42.2 No employee shall cease work without the permission of the employer before the finishing time fixed for the employee in accordance with the provisions of this Agreement, or before the completion of any overtime required (*reasonable additional hours*) to be worked pursuant to this Agreement.
- 42.3 The parties agree that there may, in future, be a need to alter arrangements in regard to such things as production levels, team numbers / manning levels, start and finish times, roster arrangements, and days on which the plant operates in accordance to clause 17 ordinary hours of work to meet production requirements. The introduction of any such changes will not be implemented without being fully discussed with the employees affected and the Consultative Committee, the Union delegate/s or the appropriate employee representative.

43. Stand Down Conditions

- 43.1 Notwithstanding anything elsewhere contained in this clause, the employer shall have the right to deduct payment for any day on which an employee cannot be usefully employed, because of any strike other than in the plant, or through any breakdown of machinery or any stoppage of work in the meat industry by any cause for which the employer cannot reasonably be held responsible (including the availability of suitable livestock), or for any day or part of a day on which an employee cannot be usefully employed because of any strike in the meat industry.

PART 9 – MISCELLANEOUS PROVISIONS

44. Conversion from daily hire employment to Fulltime weekly hire employment

- 44.1 The parties agree the number of daily hire employees who will be eligible for confirmation in fulltime weekly hire positions is difficult to predict.
- 44.1.1 Twenty (20) weekly hire positions will be made available following the voting up of the EBA.
- 44.1.2 There will be a minimum number of daily hire employees offered on-going full time weekly hire employment for the life of this agreement, which will be at the discretion of management after consultation with the employee representatives.
- 44.1.3 Any vacancy to an established fulltime weekly hire position, will be replaced with another ongoing full-time employee, but not necessarily relating to the same position.
- 44.1.4 No new fulltime weekly hire timeworker positions will be created until after a trial period of six months has been completed.

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45. Clothing

- 45.1 The employer shall provide and launder, free of cost, clean outer clothing daily.
- 45.2 Protective clothing shall be issued, and replaced for wear and tear when necessary, and at the employer's discretion.
- 45.3 Clothing, head covering, and personal protective clothing and equipment shall remain the property of the employer and shall be collected by the employee from and returned by the employee to a person or place specified by the employer in the employee's own time.
- 45.4 If the employee fails to take reasonable care of or fails to return such clothing, head covering or protective clothing and equipment, the employer by mutual agreement may recover from the employee concerned the value of any such item/s or may deduct the value of any such item/s from any moneys payable to the employee.

46. Knives & tools of the trade

- 46.1 An employee whose job requires the use of a knife, shall provide their knives and other tools of trade as approved by the employer at their own expense. Such employees will be paid a knife allowance as set in in clause 25 .6.
- 46.2 Any equipment provided by the employer shall remain the property of the employer and shall be returned by the employee to the employer whenever required. If it is not so returned, the employer shall be entitled to recover from the employee concerned the cost of replacing it or to deduct such cost from any moneys payable to the employee.

47. Workplace Health & Safety

- 47.1 The employer and employees shall comply with, the requirements of the Work Health and Safety Act 2011 and any amendments there to of the Regulations made under the Act., and work procedures including but not limited to the Safe Work Procedures and specific work instructions for each job.
- 47.2 Employees shall comply with the employer's Workplace Health & Safety program and the relevant policies and work instructions.

48. Personal Protective Equipment

- 48.1 Personal Protective Equipment will be supplied, free of cost, by the employer.
- 48.2 Employees who have been supplied with safety equipment shall wear and use such equipment in the required manner and will abide by all safety regulations and procedures required by the employer, at all times.

49. Application of National Employment Standards

For clarity the National Employment Standards (NES) as set out in the Act apply to this Agreement. Where the NES are dealt with in the Agreement the purpose is to set out the minimum standards for terms and conditions of employment under the act.

50. Union Matters

- 50.1 The Company recognises the Australasian Meat Industry Employee Union as a Union with representational rights of employees covered by this Agreement who are members of the AMIEU.
- 50.2 At the time of a new employee Induction program, the Company will allow an on-site union delegate to meet and present to the employee(s) (in the presence of a Company officer) for an agreed period.
- 50.3 The onsite delegate/s will be provided with a locker for storing Union papers.
- 50.4 Trade Union Training:
 - 50.4.1 An Employee being a union member and having been an elected as site delegate for not less than 3 months shall be entitled to a maximum of 2 days paid leave per year to attend Trade Union Training.
 - 50.4.2 The Company will be consulted on the nature and content of the course and the granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
 - 50.4.3 Leave will be approved where the course to be attended is of such a nature so as to improve the delegate's knowledge of dispute resolution/industrial relations or related matters.

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Schedule A

51. Meat Processing Classifications – Slaughter Floor

Level	Classification	Description	
Slaughtermen	Slaughtermen <i>Accredited in 3 of the following positions/tasks</i>	Sticker	Flanker
		1 st Leg (Udder/Penis removal)	Hide Puller Driver
		1 st Leg Skinning (2 nd task)	Hide Puller Passenger
		1 st Leg Air Knife	Tail Bung
		2 nd Leg Legger / Skinner	Front Out x 2
		2 nd Leg Air Knife	Brisket Saw
		Rumper	Carcass Splitting Saw
		Hocks & tendons	
Grade: A2	Time Workers	Knocker / Stunner	Foetal Blood Collection
		Foreleg / Horn removal	Beef Extract Operators
		Hindquarter Wizard knives	Carcass Scales /Grading & P8
		Retain Rail Trim	Forequarter Whizard Knife (one operator)
Grade: A3	Time Workers	Shackling / Hoist	Forequarter Whizard Knives (two operators)
		Dentition / Body # / Head Removal / Hang Heads / Muzzle Removal	Evisceration Trim table (Weasand /Tails/ Kidneys)
		Drop Tongues	Forequarter trim
		Tongue Removal	Carcass Scales / Grading
		Evisceration Trim Table (livers / Hearts / Lungs / Trachea)	Paunch / Runner / Foetal Calf Removal (when working alone)
		NLIS, Rodding (Weasand freeing)	Cheek / Head Meat Trimmer
		Offal Room Scales	
Grade: A4	Time Workers	Spinal Cord Removal	Hides Processing / Forklift (Plus Forklift allowance)
		Head Trim Wash	Plugging / Secondary Knock
		Forequarter / DAFF Trim	Open Paunch
		Trim on Viscera (Tripe)	Slink Skin Recovery
		Drop Mountain Chain	Trim Tongues
		Tongue / Offal wash	Jaw Machine operator
		Bovine Blood Collection (S/Floor)	Feather Bone
		H Q Trim	Back / Loin Trim
		Beef Feet Room Operator	Chine Saw
		Post Scales Whizzer Knife	
Grade A5	Time Workers	Hasher Washer	Cryovac Operator
		P8 Measurement	Intestine Table
		Q.A. Monitor – HQ / FQ	1 st Leg Transfer
		Chiller Beef Pusher	2 nd Leg Transfer & Trim
		Thin Skirt	Hide Processing
		Forequarter Neck Trim	EU Palpation / Ear Tags
		Save-all Attendant	Cattle Race
		Bible Trim & Cleaning	Tripe Preparation
		Aorta / Trachea	Mountain Chain Trim
		Large Intestine Machine	Roller Room
		Skirt Membrane, Thick Skirt Wash, Hygiene	Pancreas Glands
		KPH & Body Fat Removal	Urine Samples; Apron
		Tongue Root Trim	Jaw Trim

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Grade A6	Time Workers	New Starters	
Agreed Junior employee tasks	Time Workers	Jaw trim	Head wash
		Peel skirts	Tongue Root Trim
		Tickets	Floor person
		Intestine Room small machine	Mountain Chain pack
		Intestine pack / trim	E.U. palpation
		Large Intestine wash	Offal packer
		Tripe Packer	

Schedule B

52. Meat Processing Classifications – Boning Room

Level	Classification	Description	
Boner	A Grade Boner	Accredited as competent to the employer's satisfaction in either or both of Hindquarter and/or Forequarter boning	
	B Grade Boner	Accredited as competent to the employer's satisfaction in up to 3 boning cuts	
Slicers	A Grade Slicer	Accredited as competent to the employer's satisfaction in either or both of Hindquarter and/or Forequarter slicing cuts & specifications	
	B Grade Slicer	Accredited as competent to the employer's satisfaction in up to 4 slicing cuts & specifications	
Grade: A1-B	Time Worker	MSA Grader (performing tasks)	Portion Control Cutters – Cutting Steaks (90% of Base rate for hours worked)
Grade: A3	Time Workers	Carton Room Controller	Intake / Frozen / Chilled Carton Scales Operator
		Cryovac Controller (Oversee Pre ID & Airy Bags)	Sawyer
		Main Cryovac Machine Operator/s (control)	
Grade: A4	Time Workers	Pre-Trimmer	Value Add Carton Scales Operator
		Chillers Quartering (for majority of day)	Portion Control Cutters – Corn Meat
		Macca's Room (1 operator)	Criteria
		Chiller Assessor / Grader	ICL Trimming
		Ban Saw Operator	
		Final Meat Prep for Bagging (when no primal align inspection)	
Grade: A5	Time Workers	Loadout Labourers	Carcass CO2 Injection
		Strapper Operator/Xray	Macca's Room (2 operators)
		Lidder	2 nd Cryovac Machine Operator
		Cryovac Operator- 2 nd line	Manufacturer packers
		Cryovac Baggers	Trim HQ Shin Shank
		ICL Packing	Primal Align Inspection
		Floor Cleaner/s	Whizard Knife operator
		Rib Plates / Skirts	Packer
		Pad Applicators	IW Packer
		Product trim Checker	Trim Sort
		Airy Bag Trolley	CL Tester
		Fat/Trim Remove prior TMS	Split For-quarter leg bones
		Assemble & Operate MDM Machine	Final Meat Prep for Bagging (when a Primal Aligner inspection)
Grade A6	Time Workers	New Starters	

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Agreed Junior employee tasks	Time Workers	Intercostal packing	IW Packer
		Rib Plates / Skirts	Primer Aligner
		Pad Applicators	Product trim Checker
		Trim Sort	Floor Cleaner/s
		Leg Bones Packer	

Schedule C

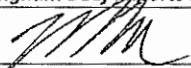
53. Meat Processing Classifications – Other Associated areas

Level	Classification	Description	
Grade A2	Time Workers	Bi-products Cooker Operator	Blow-over operator
		Beef Extract Operator	Chilled Forklift Drivers (x 2)
		Frozen Forklift Driver (x 1)	
Grade A3	Time Workers	Loadout Forklift Drivers	
Grade A4	Time Workers	Loadout System Operators	By-products Labourer
Grade: A5	Time Workers	Cleaners	Stock Yards
		Stock Receiver	Pet Food Operator
		Loadout Labourer	
Grade A6	Time Workers	New Starters	
Agreed Junior employee tasks	Time Workers	Yards	Muddy Cattle

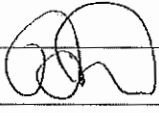
54. Signatories to the Agreement

54.1 The Company

Signed for and on behalf of Wingham Beef Exports Pty Limited ABN 19 002 954 789

Signed:	
Name:	Chris Black
Position:	General Manager
Address:	1295 Gloucester Road, Wingham NSW 2429
Date:	24/3/23

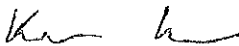
Witnessed By

Signed:	
Name:	Leanne Yarnold
Position:	Human Resource Manager
Address:	1295 Gloucester Road, Wingham NSW 2429
Date:	24/3/23

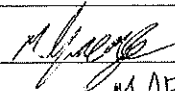
Wingham Beef Exports Pty Limited - Enterprise Agreement, 2023

54.2 Employee Representative

Signed for and on behalf of the Employees of Wingham Beef Exports Pty Limited

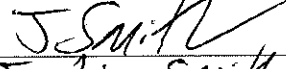
Signed:	
Name:	KANE KRISS
Position:	SLAUGHTERMAN
Address:	39 MURRAY ROAD WINGHAM
Date:	24 / 3 / 23

Witnessed By

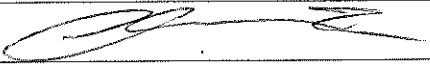
Signed:	
Name:	MARK GEORGE
Position:	SLICER
Address:	45 PEVERIL ST TINONEE
Date:	24/3/23

54.3 The Union

Signed for and on behalf of The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch ABN 65 730 047 738

Signed:	
Name:	Justin Smith
Position:	AMIEU BRANCH SECRETARY
Address:	34 UNION STREET NEWCASTLE WEST
Date:	27/03/2023

Witnessed By

Signed:	
Name:	Jason Roe
Position:	Assistant Secretary AMIEU
Address:	34 Union Street Newcastle West
Date:	27/03/2023

Matter number:

AG2023/834

Employer:

Wingham Beef Exports (**Employer**)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the Wingham Beef Exports Pty Limited Enterprise Agreement 2023 (**Agreement**)

Authorised representative:

Chris Black
General Manager

Undertaking- Section 190

For and on behalf of the Employer I, Chris Black General Manager of Wingham Beef Exports:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. acknowledge that:
 - a. The Model Consultation Clause will be applied.
 - b. The Model Flexibility Clause will be applied.
4. give the following undertaking/s with respect to the Agreement:
 - a. The following NES precedence clause shall be included as 5.5 of the agreement:

"This Agreement will be read and be interpreted in conjunction with the National Employment Standards (NES). If there is any inconsistency between this Agreement and the NES, the more beneficial provision to an employee prevails.
Where this Agreement includes terms that have the same effect as terms of the NES or Award, or terms that are ancillary or supplementary to the NES or Award, the Agreement terms operate subject to the same qualifications, limitations and exclusions as the relevant NES entitlement unless otherwise specified".
 - b. At the beginning of clause 5.2 of the Agreement the following is to be included:

“The terms of the Meat Industry Award 2020 (the award), or successor award(s), as varied from time to time, are incorporated into this Agreement, except where this Agreement provides for a more favourable outcome, in which case the Agreement provision shall supplement the Award entitlement.”

- c. With respect to the clause 45.4 – Clothing – the clause shall not apply as a term of this agreement.

- d. With respect to the clause 46.2 in the Agreement – Knives & tools of the trade – the clause will be taken to read as follows,

Any equipment provided by the employer shall remain the property of the employer and shall be returned by the employee to the employer whenever required.

- a. With respect to the clause 8.5.4.10 in the Agreement – Casual Conversation – subclause (c) – the clause will be taken to read as follows,

In any event, if an employee has been employed by the employer for a period of 12 months; and during at least the last 6 months, the employee has worked a regular pattern of hours on an ongoing basis, the employer must make an offer of full-time employment to the employee.

- b. With respect to the clause referenced as 7.1 (actually 28.1) in the Agreement – Annual Leave (accrual) – the clause will be taken to be read as follows,

An employee (other than a casual employee) will be entitled to accrue 4 weeks of paid annual leave or 5 weeks of paid annual leave in accordance with S.87 of the Fair Work Act 2009.

- c. With respect to the clause 30.1 in the Agreement – Compassionate Leave, – the clause will be read with the addition of the following words;

(d) a child is stillborn, where the child would have been a member of the employee’s immediate family, or the employees household, if the child had been born alive; or

(e) the employee, or the employee’s spouse or defacto partner, has a miscarriage.

Paragraph (e) does not apply:

(a) if the miscarriage results in a stillborn child or

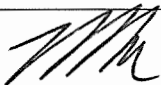
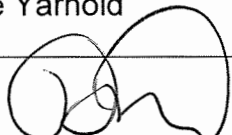
(b) to a former spouse, or former de facto partner, of the employee.

- d. With respect to the clause 33.6 in the Agreement – Substitution of a public holiday clause – the clause shall now be read as below;

Subject to agreement between the employer and an individual employee, another day may be substituted for any public holiday prescribed by clause 33.1.1.

- e. With respect to the clause 25 in the Agreement – a new clause will be added to provide as follows;

Any employee employed as an apprentice will be entitled to be paid the relevant award rate plus an Additional \$1.00 per hour in excess of the award rate for all hours worked.

Date signed:	11 April 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Chris Black
Signature:	
Witness name:	Leanne Yarnold
Witness signature:	

**IN THE FAIR WORK
COMMISSION**

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

Matter number:

AG2023/834

Employer:

Wingham Beef Exports (**Employer**)

Application:

Section 185 -- Application for approval of a
single enterprise agreement, namely the
Wingham Beef Exports Pty Limited
Enterprise Agreement 2023 (**Agreement**)

Authorised representative:

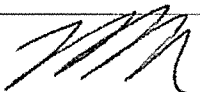
Chris Black
General Manager

Undertaking-Section 190

For and on behalf of the Employer I, Chris Black, General Manager of Wingham Beef Exports Pty Ltd

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. give the following undertaking with respect to clause 8.5.4.10 Casual Conversion

The company undertakes to convert a casual employee who has been engaged over a period of six calendar months to the category of employment most aligned to the type of hours they have been working, i.e. full time hours, part time hours, or a daily hire arrangement.

Date signed:	14 April 2023
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Chris Black
Signature:	
Witness name:	Leanne Yarnold
Witness signature:	