

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/166

TITLE: Cassino Food Processing Enterprise Agreement 2003

I.R.C. NO: IRC3/5974

DATE APPROVED/COMMENCEMENT: 14 November 2003 / 16 January 2003

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/322

GAZETTAL REFERENCE: 25 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 47

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Northern Co-Operative Meat Company Ltd, at the Company's export food processing establishment at 10615 Summerland Way, Casino, NSW 2470 who fall within the coverage of The Butchers Wholesale (Newcastle and Northern) Award

PARTIES: Northern Co-Operative Meat Company Limited -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch

CASSINO FOOD PROCESSING ENTERPRISE AGREEMENT 2003

Clause No.	Subject Matter
1.	Title and Parties Bound
2.	Duration
3.	No Duress
4.	Statement of Intent
5.	Relationship With Award
6.	Focus on Food Processing & Quality
7.	Commitment to Training
8.	Commitment to Actively Participate in Accident Prevention & Workers Compensation Premium Reductions
9.	Hours & Starting Times
10.	Hours & Payment for Shift Workers
11.	Loaders
12.	Stock Yard Employees
13.	Meal Hours
14.	Overtime
15.	Working in Cold Temperatures
16.	Remuneration & Incentive System
17.	Lost Incentive Payments
18.	Shortages of Livestock
19.	Special Rates
20.	Objectionable Work
21.	Mixed Functions
22.	Sick Leave
23.	Annual Leave
24.	Annual Leave Loading
25.	Long Service Leave
26.	Rostered Days Off
27.	Compassionate Leave
28.	Public Holidays
29.	Sundays
30.	Supply of Working Kit to Employees
31.	Employee's Protection
32.	Accommodation
33.	Clothing and Laundry Allowance
34.	Payment of Wages
35.	Terms of Employment
36.	Learners Slaughtering Temporary Promoted Slaughterpersons Juniors Work to be Performed by Slaughterpersons
37.	Learners Boning Temporary Promoted Boners
38.	Duties of a Boning Team
39.	Promotion System
40.	Procedures for the Avoidance of Industrial Disputes
41.	New Technology
42.	Maternity, Paternity & Adoption Leave
43.	Family Leave
44.	Occupational Superannuation
45.	Termination, Change & Redundancy
46.	Further Processing Room
47.	Miscellaneous Matters
48.	Signatories

Appendix 1 - Table of Base Rates
Appendix 2a -Boning Room Incentive Calculations
Appendix 2b - Processing Floors Incentive Calculations
Appendix 2c - Further Processing Floor incentive
Calculations
Appendix 3 - Incentive System for Slaughtering & Boning
Departments
And other Production Related Areas
Appendix 4 - Korean Quarter Beef Incentive Calculations
Appendix 5 How Lost Production Time Incentive Credit is
Calculated

1. Title & Parties Bound

- 1.0 This agreement shall be referred to as the Casino Food Processing Enterprise Agreement 2003.
- 1.1 The parties upon whom this agreement is binding are:
- 1.2 The Northern Co-Operative Meat Company Limited. The Company
- 1.3 The Australasian Meat Industry Employees Union (Newcastle & Northern Branch). The Union
Coverage
- 1.4 This agreement will cover all employees of the above mentioned company who are currently covered by the Butchers Wholesale (Newcastle & Northern) Award 2000, or any subsequent award and who are employed in any of the classifications described in this agreement, who are members of the union.
- 1.5 The agreement shall be applied at the company's export food processing establishment as located at 10615 Summerland Way, Casino, New South Wales.

2. Duration

- 2.0 This agreement shall have a nominal period of two years, which shall commence from the date of acceptance and shall expire on the 16th January 2005.
- 2.1 Negotiations to commence in good faith six (6) months prior to the above expiry date for finalisation of a replacement document.
- 2.2 During the life of the agreement the consultative committee will remain active and flexible to address any issues that may arise.

3. No Duress

- 3.0 The parties to this agreement declare that it has been entered into of their own free will and without duress.

4. Statement of Intent

- 4.0 This enterprise agreement represents a complete re-think as to the manner the Northern Co-Operative Meat Company and its employees have operated in the past.
- 4.1 In negotiating this agreement, the parties have made a deliberate effort to address traditional inequities of earnings between departments whilst providing opportunities for all employees to continue to earn a reasonable wage. To achieve such an outcome it has been necessary to make changes away from the traditional Award as a means of offsetting the increases which have occurred to base rates of pay.

- 4.2 All persons covered by this agreement are deemed to be 40 ordinary hour per week, time work employees. New ordinary weekly base rates of pay will be applicable regardless of the volume of production which is completed.
- 4.3 In addition to the base rates of pay, an incentive system has been developed (inclusive of traditional penalty payments). This system is based on output. This incentive system will apply to both slaughtering and boning activities. Supporting labour shall also share in this incentive system.
- 4.4 The actual working hours in the agreement have been increased, as has the number of working days.
- 4.5 The number of employee classifications have been reduced by combining similar classifications through a broad banding exercise. In general however, traditional award relativities have been maintained within the new classification structure.

5. Relationship With Award

- 5.0 It is the intention of the parties for this agreement to operate in conjunction with the Butchers Wholesale (Newcastle & Northern) Award 2000, or any subsequent award. Where any provision of this agreement is inconsistent with the provisions of the award, then the provisions of this agreement shall take precedence.

6. Focus on Food Safety Processing & Quality

- 6.0 This agreement was built within it a theme which acknowledges the history and culture of the Northern Co-Operative Meat Company Limited. It is recognised that the company is a processor of quality food products for world markets.
- 6.1 The company's export establishment has attained a very high standard which has been instrumental in securing export registration to major world destinations - USA, Canada, Asia, Europe.
- 6.2 The establishment has achieved A+ (A plus) rating from Aus-Meat. Whilst this represents a substantial achievement and honour it also brings with it substantial challenges and responsibility - self regulation, trust and the knowledge that all employees can be relied upon to do their job as required.
- 6.3 This agreement strives to lift the standards even higher and in so doing, further enhance the reputation of the business. This theme is carried through into the title of this agreement - Cassino Food Processing Agreement 2003. In moving forward under this agreement, traditional ways of doing things and former job titles have been superseded. Accordingly, under this agreement all employees are referred to as Food Processors of various grades. This enables a clearer focus upon the core business activity which is of course processing food.
- 6.4 It is implied throughout this agreement that as a service provider who processes livestock for customers, a path of continuous improvement in quality and service, reliability and food safety is paramount if we are to continue to satisfy customers' needs.

7. Commitment to Training

- 7.0 This agreement recognises and acknowledges the need for the ongoing development of employees throughout the various stages of their career in the industry.
- 7.1 A commitment to intensify the existing training program is made. It is also the intention of the parties to develop a more structured training program which will result in the creation of a defined career path.
- 7.2 The National Meat Industry Training System (MINTRAC) will be used as the basis for training programs and where necessary, modified so as to take account of the Casino operation.
- 7.3 The employees have acknowledged the importance of training, with a commitment to undertake some training after production is completed (ie short days) and within an 8 hour day.

- 7.4 It is agreed by the parties that so far as is possible, the company will provide 24 hours notice of their need to attend training at the completion of their allotted work. In any event, such notice shall be given prior to employees in the affected department completing their days work.
- 7.5 It is agreed the provisions of paragraphs 7.3 and 7.4 relating to the giving of notice are automatically waived as a result of a crisis situation.
- 7.6 It is agreed that in the event of a crisis situation, training may be rostered to occur prior to the commencement of production.
- 7.7 It is agreed that during the life of this agreement, a strategic training scheme will be progressively developed and implemented.

8. Commitment to Actively Participate in Accident Prevention and Workers Compensation Premium Reductions

- 8.0 It is agreed that the employees as individuals, as departments and as a workforce will actively participate and support all initiatives relating to safety awareness, accident prevention and the overall workers compensation premium reduction campaign of the company.
- 8.1 OH&S is acknowledged as a joint responsibility of both the employer and the employees. To meet these goals the safety committee will need the increased support and participation of all stake holders.
- 8.2 It is recognised that recent changes to the NSW workers compensation scheme have significantly increased the operating costs of the company through increased premiums and adjustments. It is expected that such increases will continue under the current scheme. and into the proposed privatisation of the scheme in 2000.
- 8.3 By virtue of the above, the company and its management commit themselves to assist in more intensified safety awareness programs, to invest increased funds into safety training and accident prevention. A more integrated accident investigation scheme will be initiated and a more sophisticated and scientific approach to the examination of the findings will occur, in conjunction with a pro-active rectification program to prevent recurrences.
- 8.4 In the event of significant reductions in workers compensation premiums through the successful implementation and participation by employees, the consultative committee reserves the right to discuss with management the opportunity to share in these savings and have them included in any future enterprise agreement negotiations.

9. Hours and Starting Times

- 9.0 The ordinary hours of work in the establishment or part of the establishment shall be an average of forty per week over any period exceeding a week and up to and including any period of 365 days.
- 9.1 The average 40 hour week shall be worked so that the number of ordinary hours of work that may be worked by an employee shall not exceed eight hours during any consecutive twenty-four hours or forty hours per week or eighty hours in fourteen consecutive days or one hundred and sixty hours in twenty eight consecutive days.
- 9.2 The ordinary hours of work of weekly and casual employees, including employees who are employed for a period of less than 365 consecutive days, employed in the establishment or part of the establishment shall accord with those of employees generally who are employed in the same establishment or the same part of the establishment covered by the provisions of this section of this agreement and any entitlements to leisure time credits of the former classes of employees shall accrue at the same time or times as the leisure time credits of the said employees generally.
- 9.3 An employee may apply for accrued leisure time in a case of special needs provided reasonable notice (being 5 days or by agreement a lesser period) is given to the employer and it causes minimal interference with production.

- 9.4 Unless an agreement consistent with the provisions set out hereunder has been entered into, the ordinary hours of work in this agreement shall be 5 days of 8 hours, Monday to Friday inclusive, between 5.00 am and 8.00 pm.
- 9.5 The ordinary hours shall be by agreement between the employer and a majority of employees in the plant or section concerned.
- 9.6 Notwithstanding the provisions of paragraph 9.4 above, the ordinary hours of work may be worked in the following manner:
- 9.6.7 five days of 8 hours each Monday to Sunday inclusive between the hours of 5.00 am to 8.00 pm, or
- 9.6.8 four days of 10 hours each Monday to Sunday inclusive between the hours of 5.00 am to 8.00 pm, or
- 9.6.9 any consecutive three days, Monday to Sunday inclusive between the hours of 5.00 am to 8.00 pm, or
- 9.6.10 five days of two eight hour periods, each Monday to Sunday inclusive between the hours of 5.00 am to 8.00 pm.
- 9.11 In respect of paragraph 9.6 above, the employer and majority of employees may agree to work any of the above arrangements, provided that the starting times may be altered by mutual agreement between the employer and the majority of employees in the plant or section or sections concerned.
- 9.12 Where the union has members employed at the particular enterprise, that union must be informed of the intention to use this facilitative provision and be given a reasonable opportunity to participate in negotiations regarding its use.
- 9.13 For ordinary time worked on Saturday, time and one half shall be paid, except for permanent employees employed in the dicing room. They will be paid at ordinary rates. Point 85 (.85) of an hour will be accrued as annual leave for each Saturday worked, in lieu of the above time and a half payment.
- 9.14 For ordinary time worked on a Sunday, time and three quarters shall be paid.
- 9.15 It is the objective of this agreement that all employees will be provided with 40 ordinary working hours per week. It is acknowledged however, that this may not always be possible. In circumstances where it is not possible a full 40 hours of ordinary time the following may occur:
- 9.16 All or some employees may be required to undertake internal/external industry and/or establishment training sessions which are to be completed within the 8 ordinary hours.
- 9.17 In the event that other departments may require additional labour to maximise production or complete other activities, employees may be sent to such departments. In the event of this occurring, the following basis of deployment will be used:
- 9.17.18 Volunteers
- 9.17.19 If there are insufficient volunteers a roster system will be established recognising the employees departmental length of service.
- 9.20 Deployment will be on a skills need basis as and when required
- 9.21 Any employee who is transferred to another department for the day or part thereof will receive a proportionate share of that department's incentive system.
- 9.22 Commencement Time - Slaughtering & Associated Departments - it is agreed that both slaughtering departments will commence their ordinary hours of work at the same time. Such time to be by

agreement with the departmental union delegates and the company. The time for taking lap breaks, smokos and lunch breaks shall also be agreed between the employees and the company.

- 9.23 Commencement Time - Boning - ordinary hours of work for boning room operations shall commence at 5.30am each day. The time for taking lap breaks, smokos and lunch breaks shall also be agreed between the departmental union delegates and the company.
- 9.24 Employees engaged in the stacking, frozen and chilled store and flow on departments will be required to commence their ordinary hours of work no later than thirty minutes after the commencement of the boning room.
- 9.25 Any alterations to the starting times prescribed herein shall be by agreement between the company and the employees.
- 9.26 Previous Non Productive Time - it has been agreed by the parties to abolish some previous practices related to unproductive time as follows:
 - 9.26.1 The first 5 minute lap break, as previously observed by the slaughterfloor and associated departments, prior to the operation of this agreement, will no longer apply.
 - 9.26.2 The 15 minute early finish on Tuesday has been converted to working time and shall therefore no longer apply.
- 9.27 Definition of a Productive Hour - if work is available, for the purposes of this agreement a productive hour shall be defined as being the time an employee is present at their relevant work station. All employees throughout the company's facility will be treated in the same manner with respect to this definition.
- 9.28 Definition of Eight Productive Hours - Subject to Section 13 of this agreement, Smokos, lappos and meal breaks will not be paid for within productive time. Such breaks will be counted as employee time and will not be included when calculating actual paid working time. The time of taking meal breaks will be agreed between the company, the consultative committee and departmental union delegates.
- 9.29 Definition of a Full Days Production (Slaughter Floors) - 7.5 productive hours for Grade 6 per day (slaughter floors) which should allow the following labour to complete their required work involving run off and clean up within 8 hours.
- 9.30 Definition of a Full Days Production (Boning Room) - 7.75 productive hours for Grade 6 per day.
- 9.31 The starting times referred to in this agreement may be staggered for different tasks in departments. In the event that such times are staggered, it will not be in excess of 15 minutes either side of the usual starting time. Affected employees will be advised at least the day before such starting times are changed.
- 9.32 There will be seven (7) days notice for change of starting times (ordinary hours).

10. Hours and Payment for Shift Workers

- 10.0 This section shall apply to employees engaged on shift work.
- 10.1 Shift workers engaged on afternoon shift cleaning, rendering and stockyards shall receive an additional loading, for each shift worked, equivalent to 11.5% of the appropriate base classification rate as prescribed by this agreement.
- 10.2 Unless an agreement consistent with the provisions set out hereunder has been entered into, the ordinary hours for shift workers in this agreement shall be 5 days of 8 hours, Monday to Friday inclusive.
- 10.3 The ordinary hours shall be by agreement between the employer and a majority of employees in the plant or section concerned.

- 10.4 Notwithstanding the provisions of paragraph 10.2 above, the ordinary hours of work may be worked in the following manner;
- 10.4.5 five days of 8 hours each Monday to Sunday inclusive, or
 - 10.4.6 four days of 10 hours each Monday to Sunday inclusive, or
 - 10.4.7 any consecutive three days, Monday to Sunday inclusive, or
 - 10.4.8 five days of two eight hour periods, each Monday to Sunday inclusive.
- 10.9 In respect of paragraph 10.4 above, the employer and majority of employees may agree to work any of the above arrangement, provided that the starting times may be altered by mutual agreement between an employer and the majority of employees in the plant or section or sections concerned.
- 10.10 Where a union has members employed at the particular enterprise, that union must be informed of the intention to use this facilitative provision and be given a reasonable opportunity to participate in negotiations regarding its use.
 - 10.11 The starting and finishing times of the ordinary hours of shift workers shall be fixed by the employer and notice thereof shall be exhibited and kept exhibited at a place accessible to the employees. Subject to this section, such times may be altered by the employer upon not less than seven days' notice to the employees, and any alteration of such starting and finishing times also shall be exhibited as aforesaid.
 - 10.12 Any shift commencing at or subsequent to 11.00 pm Friday and finishing not later than 8.00 am Saturday, shall be paid for at the rate of time and one quarter and such rate shall be paid in substitution for and not in addition to any other shift allowance provided for in this section.
 - 10.13 Night shift means a shift finishing after midnight and at or before 8.00 am.
 - 10.14 Afternoon shift means a shift finishing after 6.00 pm and at or before midnight.
 - 10.15 Day shift means a shift other than night, or afternoon shift.
 - 10.16 Except where payment is made pursuant to subsection 24.10 of Section 24, Annual Leave Loading of this agreement the shift work allowances prescribed by subsections 10.2, 10.3, 10.4 and 10.5 of this section shall not form part of the employee's wage rate for any purpose of this agreement.
 - 10.17 Notwithstanding any other provisions of this section, shift work may be worked in any department of an abattoir with the agreement of the union.
 - 10.18 Notwithstanding paragraph 10 above, employees who are engaged on night shift loaders, night shift rail cleaning and night shift cleaning shall receive an additional loading, for each shift worked, equivalent to 25% of the appropriate base classification rate prescribed by this agreement. It is noted that this reflects the past custom and practice.
 - 10.19 Additional Production Shift - In the event that an additional production shift is introduced into the slaughtering, boning or value adding departments, a shift allowance of \$5.00 per shift shall apply. This allowance shall be in lieu of all allowances expressed previously in this section.
 - 10.20 The allowance specified at 10.19 above shall not apply to persons who are currently in receipt of shift allowances.
 - 10.21 Any current employee of the company will not be compelled/required to transfer to the additional production shift.

- 10.22 Any employee engaged by the company after the 15th July 1999 will, if required, transfer over to the additional production shift.

11. Loaders

- 11.0 The ordinary hours for loaders shall be an average of forty per week in accordance with section 9, Hours and Starting Times, and shall subject to the giving and taking of leisure time credits, be worked on any five consecutive days, Monday to Saturday inclusive, and shall be worked in accordance with section 9 of this agreement.
- 11.1 Notwithstanding anything elsewhere contained in this agreement, ordinary hours may be worked on any five consecutive days, including Sunday, provided Saturday and Sunday are not consecutively worked. If ordinary hours are worked on Sunday broken shifts are not to be worked. Ordinary hours worked on a Sunday shall be paid at the rate of time and three quarters.
- 11.2 Unless an agreement consistent with the provisions set out hereunder has been entered into, the ordinary hours for loaders shall be 5 days of 8 hours, Monday to Friday inclusive.
- 11.3 The ordinary hours shall be by agreement between the employer and the majority of employees in the plant or section concerned.
- 11.4 Notwithstanding the provisions, the ordinary hours of work may be worked in the following manner;
- 11.4.1 four days of 10 hours each Monday to Sunday inclusive, or
- 11.4.2 any consecutive three days, Monday to Sunday inclusive, or
- 11.4.3 five days of two eight hour periods, each Monday to Sunday inclusive.
- 11.5 In respect of paragraph 11.4 above, the employer and majority of employees may agree to work any of the above arrangements, provided that the starting times may be altered by mutual agreement between an employer and the majority of employees in the plant or sections concerned.
- 11.6 Where the union has members employed at the particular enterprise, that union must be informed of the intention to use this facilitative provision and be given a reasonable opportunity to participate in negotiations regarding its use.
- 11.7 The employers shall fix the days which shall comprise the loaders ordinary working days. Variation in the setting of the loaders ordinary working days may be made by the employer upon not less than seven days notice to the employees.
- 11.8 For work performed on Saturday as part of ordinary hours, loaders shall be paid at the rate of time and one quarter.
- 11.9 For time worked in excess of the ordinary hours of work of an employee worked in a relevant period of work in accordance with an average forty hour week as provided for by Section 9 Hours and Starting Times or worked in excess of the daily limitation on any day, time and one half shall be paid for the first two hours and double time thereafter.
- 11.10 Where a loader has worked sixteen consecutive hours, he/she shall be allowed, if he/she so desires, a period of eight hours rest before being required to perform further work.
- 11.11 Where a loader works broken time in any day, there shall be not more than two breaks in employment in the day. Such breaks shall not count as having broken the continuity of work on that day, but the time of such breaks shall not count as time worked, provided that where a loader who has been directed by the employer to attend for work at a particular time, and does attend at the specific time shall be guaranteed two hours employment at the appropriate rate.

- 11.12 Where work commences on one calendar day and extends into the following calendar day, the whole period of work shall be deemed to be on the former day for the purpose of calculating hours of work to be paid for.
- 11.13 Time worked on Sunday shall be paid for at double time for loaders with a minimum payment of three hours at such rate.
- 11.14 Loaders shall be paid for each ordinary day worked an extraordinary hours allowance of \$5.40 per day and such amount shall be taken into account for ascertaining ordinary pay in respect of sick leave, annual leave, annual leave loading, and long service leave, but shall not count of the purpose for calculating the overtime rate of pay.
- 11.15 Loaders who work on a continuous night shift commencing between midnight and 4.00 am shall be paid time and a quarter. Such rate shall be in substitution for and not cumulative upon the extraordinary hours allowance.
- 11.16 Rest Period After Overtime - When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee other than a daily hand, who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times, shall subject to this subsection be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his/her employer, such an employee resumes or continues work, without having had such eight consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

12. Stockyard Employees

- 12.0 The ordinary hours for stockyard employees shall be an average of forty hours per week in accordance with Section 9, Hours and Starting Times, and shall subject to the giving and taking of leisure time credits be worked on any five consecutive days, Sunday to Friday inclusive and shall be worked in accordance with section 9 of this agreement.
- 12.1 The ordinary hours for stockyard employees shall be the same as in Section 9, Hours and Starting Times of this agreement.
- 12.2 For time worked in excess of the ordinary hours of work of an employee worked in relevant period of work in accordance with an average forty hour week as provided for by Section 9 Hours and Starting Times or worked in excess of the daily limitation on any day, time and one half shall be paid for the first two hours and double time thereafter.
- 12.3 For work performed on Sunday as ordinary hours, employees shall be paid at the rate of time and three quarters and employees if required to work in excess of eight hours shall be paid double time.
- 12.4 Stockyard employees shall be provided with a suitable horse and equipment. The employer shall feed and shoe such horse; provided that if the employee is required to provide a horse and equipment to use in the course of his employment, he/she shall be paid \$11.27 per week and the employer shall be responsible to feed and shoe the horse.

13. Meal Hours

- 13.0 Not more than one hour shall be allowed for a meal break at a time to be mutually arranged between the employer and the employees and the employer shall advise the union of any agreement within seven days. In the event of a disagreement, the employer and the union shall confer. No more than five hours

shall be worked without a break for a meal; provided that by agreement between the employer and the employees, the meal break may be delayed for 15 minutes.

- 13.1 Any employee required to work overtime for one and one-half hours or more shall be allowed thirty minutes for a meal. If he/she has not been advised on the working day immediately preceding that he/she will be required to work such overtime for one hour or more on the following day the employer shall provide him/her with a meal or, in lieu thereof, shall pay him/her the sum of \$6.60 provided that if by continuing to work, the work can be completed in two hours, the employee may elect not to have a meal break and the employer shall not be liable to provide him/her with a meal or \$6.60 in lieu thereof. An employee who has provided himself/herself with a meal after being notified and who is not required to work overtime, shall be paid the sum of \$6.60. A meal need not be provided under this subsection, nor payment made in lieu thereof, if the employee be permitted to return to his/her home for the meal in question, and can reasonably do so.
- 13.2 An employee required to work overtime for not less than one hour and one-half before his/her ordinary starting time, shall be permitted to have a break of fifteen minutes for a crib, such time to be counted as working time.
- 13.3 Any employee called upon to work during a meal interval shall be paid at overtime rates for the period so employed, and such overtime rates shall continue until a meal break of not less than thirty minutes is allowed.
- 13.4 Notwithstanding anything elsewhere contained in this section, where an employee works his/her ordinary hours over 4 days or 3 days as provided in Section 9 Hours and Starting Times of the Agreement the only breaks shall be:
 - 13.4.1 Two breaks of 20 minutes each (non paid time), and
 - 13.4.2 One break of 20 minutes as a crib (non paid time)
- 13.5 Smoke-ohs
Smoke-ohs shall be allowed as follows:
 - 13.5.1 Employees other than shift workers - one smoke-oh of fifteen minutes each forenoon worked; one smoke-oh of fifteen minutes each afternoon worked to employees who have worked in excess of eight hours.
 - 13.5.2 In the event of an employee being required to work in excess of eight hours he/she will be entitled to a fifteen minute paid smoke-oh break.
 - 13.5.3 Shift workers - one smoke-oh of ten minutes in the first half of each shift worked; one smoke-oh of ten minutes in the second half of each shift worked.
 - 13.5.4 Time for taking such smoke-oh shall be mutually agreed by majority between the employer and the employees.

14. Overtime

- 14.0 All time worked outside the ordinary hours of work as provided for by Section 9, Hours and starting Times and Section 10 Hours and Payment for Shift Workers and worked in accordance with the provisions thereof shall be overtime and shall be paid for at the rate of time and one half for the first two hours, Monday to Friday, and the first three hours on Saturday, double time shall be paid thereafter, based on the rate per hour for the classification concerned obtained by dividing the minimum rate of pay for 40 hours under Appendix 1 Base Rates, divided by 40.

- 14.1 Where work commences on one calendar day and extends into the following calendar day the whole period of work shall be deemed to have been worked on the former day for the purpose of calculation of overtime.
- 14.2 An employee called upon to work overtime on Saturday shall be paid a minimum of four hours at the appropriate rate in accordance with subsection 14.0 of this section.
- 14.3 An employee required to return to his/her employers premises to work overtime after leaving the business premises (whether notified before or after leaving the premises) shall be paid a minimum of two hours work at the appropriate rate for each period he/she is so required to return.
- 14.4 Employees called out on emergency work between 8.00 pm and 5.00 am shall be paid a minimum payment of two hours at double time.
- 14.5 The provisions of subsection 14.2 of this section shall not apply to shift workers where overtime is continuous with ordinary time worked.
- 14.6 It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of the employer's business. All employees agree to make a genuine commitment to address customer's requirements during peak periods of production.
- 14.7 Rest Period After Overtime - When overtime work is necessary it shall wherever reasonably practicable be so arranged that employees have at least eight consecutive hours off duty between the work of successive days. An employee other than a daily hand who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least eight consecutive hours off duty between those times, shall subject to this subsection be released after completion of such overtime until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his/her employer such an employee resumes or continues work without having had such eight consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she then shall be entitled to be absent until he/she has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 14.8 Overtime shall not be paid twice.
- 14.9 Subsections 14.1, 14.2 and 14.3 of this section shall not apply to loaders.
 - 14.10 Subsection 14.1 and 14.2 of this section shall not apply to stockyard employees
 - 14.11 Notwithstanding anything elsewhere contained in this agreement an employer and employee may mutually agree to time off in lieu of the payment of overtime and the time off shall be granted to the employee by mutual agreement paid the rate of pay proportionate to the overtime rate forfeited or the equivalent time off paid at the ordinary time rate of pay for such time off or any other way agreed by the parties. If no agreement is reached overtime shall be paid in the normal way.
 - 14.12 All overtime worked in production departments will be deemed to be at the end of the day, not at the beginning.
 - 14.13 It is agreed between the parties that every effort will be made by management to advise all departments 24 hours in advance of the need to work production overtime. In any event, such notice will be provided prior to the employees of the department finishing their days work. The method of advising the working of overtime shall be in accordance with established custom and practice or any other method that may be agreed between the parties.
 - 14.14 It is agreed that in the case of a crisis arising, the requirements of 14.13 regarding the giving of notice shall be waived.

- 14.15 It is specifically agreed that if required, both slaughterfloors and the boning room may be required to work a maximum of 30 minutes overtime on Monday, Tuesday, Wednesday and Thursday. It is further acknowledged that this will be a full 30 minutes of work.
- 14.16 In any week where a public holiday occurs, if required overtime shall be worked on each of the other rostered working days of the week.

15. Working in Cold Temperatures

- 15.0 Where an employee is required to work in a temperature artificially reduced to below minus 1 degree Celsius he/she shall be paid at the rates set out below for every hour or part of an hour for which in the aggregate he/she is so required to work in addition to his/her ordinary rate of pay -
- | | |
|--------------------------------|-------------|
| Below minus 1 degree Celsius | - 56 cents. |
| Below minus 16 degrees Celsius | - \$1.04 |
- 15.1 The rate of \$1.04 for work in temperature artificially reduced to minus 16 degrees Celsius shall not apply to freezing room employees nor loaders.
- 15.2 The rates set out in this section stand alone and are not cumulative and will remain as is until the duration of this agreement.
- 15.3 The rates of 56 cents and \$1.04 set out in 15.0 shall only be payable if when commencing work in the morning the temperature artificially reduced remains at less than minus 1 degree Celsius or minus 16 degrees Celsius respectively, as the case may be, for at least one hour after commencing work.
- 15.4 No additional sum shall be payable for time worked which on any day is less than 30 minutes in the aggregate in a temperature below minus 1 degree Celsius but not below minus 16 degrees Celsius.
- 15.5 An employee who is overheated through working outside, shall be allowed time to cool off before being required to work in a room wherein the temperature is artificially reduced to below minus 1 degree Celsius.
- 15.6 An employee required to work in a temperature artificially reduced below minus 18 degrees Celsius -
- 15.6.1 Shall have been medically selected as fit to work in extremely cold conditions.
 - 15.6.2 Shall have available to him/her free of charge a blanket suit, helmet and overalls.
 - 15.6.3 Shall if in a temperature below minus 26 degrees Celsius, only be required to work in for a short period on the basis of alternate periods of 15 minutes in the cold temperature and 5 minutes out of the cold temperature.
- 15.7 For the purpose of this section, the temperature of a room shall be the temperature of the coldest part of the working area in the room.

16. Remuneration and Incentive System

- 16.0 Weekly base rates of pay will be in accordance with the table which is attached as Appendix 1 to this agreement. The rates of pay prescribed therein include provision for a number of allowances and RDO's as follows:

The value of five rostered days off.

The value of knife allowances

The TP boners rate allowance

The TP Slaughterpersons allowance.

The Loaders allowance.

The quarterly bank fee.

All employees shall be classified as Food Processors on the following basis:

<u>GRADE</u>	<u>INDICATIVE CLASSIFICATIONS</u>	<u>SHARE OF INCENTIVE PAYMENT</u>
Casino Food Processor Grade 6	Slaughterperson - Beef	100%
	Slaughterperson - S'stock	100%
	Boner	100%
Casino Food Processor Grade 5	Slicer/Sawyer	92%
	TP Boner Rate - Not boning	Share applicable to job
	TP Slaught - beef - not slaughtering	Share applicable to job
	TP Slaught - s'stock -not slaughtering	Share applicable to job
	Knocker/Shackler - Beef	85%
	Knocker/Shackler - S'stock	85%
	S'floor Lab. Class 5 - Beef	85%
	S'floor lab. Class 5 - S'stock	85%
	S'floor lab. Class 8 - Beef (receiving overs)	85%
	S'floor lab. Class 8 - S'stock (receiving overs)	85%
Casino Food Processor Grade 5	Loader	As per current system
	Grading carcasses - S'floor Scales	As per current system
Grade 4 (new)	Beef & Veal Floors	55%
	Boning Room	55%
Casino Food Processor Grade 3	Freezer Cold Store	39%
	Packer	39%
	Weighperson - Bon. Room	39%
	Pre-trimmer - Bon. Room	39%
	Korean Bagging	39%
	Laundry	33%
	Casing	33%
	Tallow/By Products, Pet Food	33%
	Tractor Driver Saveall	33%
	Tripe Room	33%
	Offal Room	33%
	Stockperson	33%
	S'floor lab. Class 8 - Beef (receiving production load)	33%
	S'floor lab. Class 8 - S'stock (receiving production load)	33%
	Chiller	As per current system
	Cleaner	As per current system
Casino Food Processor Grade 2	Beef & Veal Floors	30%
	Boning Room	36%
New Entrant	Unskilled New Entrant	Share applicable to job
Grade 11	Further Processing	No incentive
Grade 10	Further Processing	% of days productivity

Note: LOADERS retain the same classification as now ie: Grade 5 base rate and 3 way incentive split.

No permanently classified employee will be reclassified downwards to a Grade 2 or 4.

Casino Food Processor	19 years	(% of a Grade 3)	86.86%
Juvenile	18 years	(% of a Grade 3)	74.27%
	17 years	(% of a Grade 3)	59.78%
	16 years	(% of a Grade 3)	48.09%
	15 years	(% of a Grade 3)	35.96%

For any change to occur to the task classification, it has to be reviewed and agreed upon by the company representative, union delegate, and departmental representative. If agreement is not reached, no change may occur.

- 16.1 Incentive System - An incentive payment system will apply. Payments shall be calculated in accordance with the formulas attached as Appendix 2a, 2b, 2c & 3 to this agreement.
- 16.2 Payments of incentive pay will only be made to those employees who have assisted in producing the product of the department or departments in which they are employed. No incentives will be paid for non productive time.
- 16.3 Employees may be transferred between departments during the course of the day. This section does not refer to Section 9.17 of this Agreement.
- 16.4 The rate of pay applicable to an employee who is deployed at the commencement of the day's operation (ie the regular/usual department) will be either the normal classified grade or the grade which is relevant to the task being performed, whichever is the higher. The employee will also receive a proportionate share of the incentive payment of the department in which they are employed.
- 16.5 Where an employee has been transferred from a department to another, the company reserves the right to deduct a proportion of the incentive payment from an employee who is unable to provide a reasonable explanation as to the excess time taken in transferring. Productive time will be deemed to have commenced from the time the employee reports to the supervisor in the department to where he/she has been transferred. The foremen will allow an appropriate period of time for transferring to the department.
- 16.6 Casual employees employed for a day of 8 ordinary hours shall be paid one-fifth of the weekly rate for 40 ordinary hours prescribed for the relevant classification. Provided that casual employees may be employed for a minimum of 4 hours on a plant by plant basis where there are agreed tasks between the employer and the union and paid at the appropriate hourly rate for each hour worked.
- 16.7 Part Time Employees - part time employees may be engaged pursuant to this agreement and subject to the provisions of the *Industrial Relations Act 1996*.
- 16.8 Chain Speeds - it will be the right of the company to determine the speed of all mechanical conveyors. In exercising this right, the company shall act in good faith and will work in consultation with departmental union delegates when altering chain speeds.
- 16.9 Manning Structure - the manning structure of Grade 6 employees is a vital part of the production teams (boning & slaughtering) and will be agreed in consultation with the union delegates. However, it is recognised that the general manning of support labour in departments is a day to day situation and is subject to the vagaries of work load, product specification, safety and working hours, management will consult with union delegates and employees in the department.
- 16.10 Definition of Indicative Earnings for a Full Day's Production - it has been agreed that the objective of this agreement is to attempt to provide an earning capability of approximately \$800 per week for a full week of production for those employees who previously worked in the classifications known as slaughter person and boner and now known as a Grade 6 employee under this agreement.

- 16.11 Future Wage Increases - it is agreed that during the life of this agreement there shall be the following wage increase:

12 months after the commencement of the trial and an acceptance of the document, a 1.5% increase on the base rate ie: 16th October 2003.

17. Lost Incentive Payments

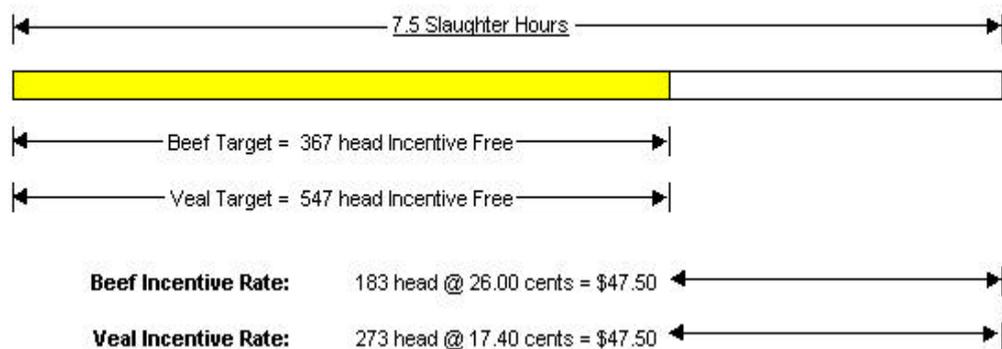
- 17.0 This agreement acknowledges an allowance for what historically had been known as "waiting time". Waiting time shall now be referred to as "lost incentive payment" with calculations to be made as follows (points 17.1 to 17.7). Also refer to Appendix 5.
- 17.1 The lost incentive payment will only apply to those classifications of employee who would otherwise have been entitled to the payment of waiting time under the Butchers Wholesale (Newcastle & Northern) 2000, or any subsequent award.
- 17.2 Payment will be calculated on the average production (metric tonne) on the day. If the payment is for lost incentive time, such a payment must be based upon the incentive payment and the tonnage not produced, rather than an hourly rate calculated on the base rate.
- 17.3 Lost incentive time payments shall apply to periods of mechanical break-down in excess of 15 minutes and after the completion of the incentive free period.
- 17.4 If any interruption of work for any cause occurs within 20 minutes of the commencement of a smoko or meal break or lappo period the employer may direct that the smoko or meal break or lappo period shall be taken forthwith.
- 17.5 To assist in determining the lost incentive payment, notice boards will be placed in appropriate areas of the plant indicating the approximate number of livestock scheduled for the day's production and whether there is at least 6 productive hours of work for the day in question. The company will update these figures no later than 9.00am each day.
- 17.6 In the event of a breakdown of a mechanical knife, work shall be continued using an ordinary knife and this section shall not apply.
- 17.7 If the work is interrupted while any animal which has been knocked remains untreated, the slaughterpersons shall if required complete the dressing of such animal by such method as the employer may direct. The appropriate wage rates shall be paid for all cattle so completed in addition to any payments for lost incentive time to which the employees may have become entitled.

18. Shortages of Livestock

- 18.0 Weekly Employees - Where the employer, on account of shortage of stock, gives notice of termination of employment to a weekly employee and immediately upon the expiration of that notice employs him/her as a casual employee, such employee shall be paid, in any week after such expiration in which less than five days work is offered, at the rate of one-fifth of the appropriate weekly rate plus fifteen per cent for each day worked.
- 18.1 An employee to whom this subsection applies who is subsequently employed by the employer as a weekly employee immediately upon the termination of the short time week or weeks shall be deemed to have continuity of employment for the purpose of all agreement provisions, annual leave, and long service leave.
- 18.2 For the purpose of this section week means an employer's pay week; provided that an employer can treat week as being a calendar week if it advises to that effect the Australasian Meat Industry Employees' Union, Newcastle and Northern Branch.
- 18.3 For the purposes of this section a leisure day granted and taken shall not constitute a days work offered.

- 18.4 In the event of shortage of livestock, the company will give two calendar days notice to all employees affected by the Shortage of Livestock Clause.
- 18.5 Seven (7) days notice of starting times will be negated during the shortage of livestock period, however the company will take into consideration employees bona fide commitments.
- 18.6 Voluntary overtime can be worked when on Shortage of Livestock
- 18.7 The 15 minute lost time break down clause will apply.
- 18.8 TRIAL OF SHORTAGE OF LIVESTOCK
 - 18.8.1 The 15% shortage of livestock arrangement has been trialed in all areas of the plant. This arrangement has assisted in sharing the work equally between the slaughter floors under this clause.
 - 18.8.2 The core consultative committee shall consist of the Chairperson, Secretary, AMIEU Shed Delegate and the AMIEU Shed Co-Delegate.
 - 18.8.3 The core consultative committee shall meet with the company if they question the intent of the decision. Failing agreement, the Butchers Wholesale (Newcastle & Northern) Award 2000, or any subsequent award shall apply.
 - 18.8.4 Table Below

Shortage Of Livestock Option



18.9.5

The 15% shortage of livestock loading is applicable to all areas on plant.

1. Employees working 4 days - No 15% loading to apply
2. Employees working 3 days or less - 15% loading to apply

All other departments to remain under the current Enterprise Agreement.

Either party can withdraw from the trial at any time.

The Boning Room will endeavour to engage enough boners to bone out product every day.

19. Special Rates

- 19.0 Penners-up and/or Stockpersons at work with their own dogs, in the case of penner-up maximum of 2 dogs, stockperson with maximum of 3 dogs shall be paid \$5.80 per dog per week.

- 19.1 The employer shall provide 0.5 kg meat per day per dog for seven days a week free of cost for penners-up with 2 dogs and stockpersons with 3 dogs. The employer shall provide free of cost, one muzzle per year to penners-up and two muzzles per year to stockpersons, provided that if the muzzle is damaged and produced to the employer, the employer shall have the muzzle replaced or repaired at no cost to the employee. Where the dog is injured in the course of its duties on the employers premises, the employer shall pay the veterinary costs associated with the injury. The employer shall pay for the cost of annual parvo injections for the dogs used on the employers premises.
- 19.2 Where the employer appoints an employee to carry out the duties of first-aid attendant in addition to his/her ordinary duties, such employee shall be paid an allowance of \$2.79 per day in addition to his/her ordinary rate of wage. This allowance is for any first-aid work performed on the employer's premises between his/her ordinary starting time and finishing time.
- 19.3 Where the employer appoints an employee, as a leading hand, such employee shall be paid \$20.75 per week in addition to his/her appropriate classification rate.
- 19.4 For the purposes of this subsection a leading hand is defined as an employee who is in charge of other employees and is given responsibility which warrants such appointment.
- 19.5 Any employee called upon to operate a pedestrian stacker under the conditions of section 15, Working in Cold Temperatures, of this agreement, shall be paid an additional amount at the rate of \$10.71 per week.
- 19.6 Any employee called upon to carry out stacking operations using a pedestrian stacker shall be paid an additional amount at the rate of \$7.92 per week.
- 19.7 Any employee called upon to transport goods using a pedestrian forklift shall be paid an additional amount at the rate of \$5.58 per week.
- 19.8 All rates in this section of the agreement will be adjusted in line with changes in the Butchers Wholesale (Newcastle & Northern) Award 2000, or any subsequent award.

20. Objectional Work

- 20.0 This section applies in relation to the handling and treatment of stock not treated on slaughterfloor, including dead animals.
- 20.1 Any employee required to skin, handle by hand or treat such animal on any day in working hours, shall be paid \$2.57 per day in addition to the wages payable for his/her classification on any day he/she performs such work.
- 20.2 Any employee required to skin, treat or handle such animals outside ordinary hours, shall be paid \$3.01 for each calf and \$12.72 for each head of cattle.
- 20.3 Any employee required to skin, handle or treat such animals on Sundays or holidays, shall be paid \$4.57 for each calf and \$18.41 for each head of cattle.
- 20.4 Employees required to break up carcasses or part of carcasses of condemned animals killed on the slaughterfloor, shall be paid \$2.57 per day in addition to his/her wages payable for his/her classification on any day he/she performs such work.
- 20.5 Employees other than those employed in slaughtering functions engaged in handling the udder and uterus or slinks, or handling offal in the inedible condemned security area which have been derived from Brucella Reactor Cattle, shall be paid an additional amount of \$5.80 per day in addition to his/her wages payable for his/her classification on any day he/she performs such work. This payment shall be in addition to any other payments for objectionable work.

- 20.6 Where an employee is required to work in a room, the temperature of which is artificially increased to provide for the drying of calf vells, he/she shall be paid 36 cents per hour for every hour or part of an hour for which, in the aggregate, he/she is required to work in such room.
- 20.7 Employees required to extract foetal blood from unborn calves shall receive an additional \$5.80 for each day that they perform such work.
- 20.8 All rates in this section of the agreement will be adjusted in line with changes in the Butchers Wholesale (Newcastle & Northern) Award 2000, or any subsequent award.

21. Mixed Functions

- 21.0 Any employee, including a junior, called upon to perform work of any classification for which a higher rate of pay is provided by this agreement, shall be paid the higher rate of pay whilst so employed with a minimum of three hours at such rate of pay.
- 21.1 Should a holiday occur whilst a junior is regularly performing the work of an adult he/she shall be paid for such holiday or holidays at the adult rate of pay; provided that he/she has performed such work on the working day immediately preceding and the working day immediately succeeding the holiday or holidays. Where the junior is absent on the day after the holiday, due to genuine sickness, he/she shall be paid the adult rate.
- 21.2 Any employee who is required to perform on any day or shift, work for which a lower rate than that of his ordinary classification is prescribed, shall suffer no reduction in consequence thereof.
- 21.3 Where any employee is transferred for the greater part of the day under the provisions of this section, he/she shall be entitled to the conditions normally associated with the particular position he/she was transferred to.

22. Sick Leave

- 22.0. An employee who, after not less than three months' continuous service in his current employment with the employer, is unable to attend for duty during his ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the *Workers' Compensation Act, 1987*), received in the said employment not due to his/her own serious and wilful misconduct, shall be entitled to be paid for such non-attendance the amount of his/her ordinary time rate of pay or in the case of a casual or a regular pieceworker, the amount he/she would have earned on the day or days of his/her absence due to illness or incapacity if he/she had not been ill or incapacitated subject to the following.
- 22.1 Where an employee is absent from duty by reason of incapacity due to injury arising out of or in the course of his/her employment and is receiving compensation under the *Workers' Compensation Act, 1987*, the employer shall pay to such employee, if he/she so requests in addition to such compensation, the difference between the amount of the compensation and his/her ordinary time rate of pay. In the case of a regular pieceworker or a casual, the amount he/she would have earned on the day or days of his/her absence if he/she had not been ill or incapacitated (exclusive of overtime and other penalty payments) with a maximum payment not exceeding the balance if any, of his/her entitlement to paid leave of absence under this section.
- 22.2. He/she shall, not later than 4.00pm on the first day of such absence, inform the employer of his/her inability to attend for duty, and as far as possible, state the nature of the illness or incapacity and the estimated duration of the same.
- 22.3 He/she shall, where practicable notify the employer of his/her intention to resume work after absence, no later than 4.00pm on the working day before the day of intended resumption of work. If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for duty, he/she shall notify the employer forthwith to this effect and as far as it is practicable state the estimated duration of the further absence. The employee on returning to work must notify his / her supervisor prior to commencement of work.

- 22.4 For the purpose of ascertaining whether or not an employee is or has been ill and the particulars thereof (including where applicable, the estimated duration of the absence) the employer through any person appointed by it to interview employees for the purpose stated, which appointment shall be notified to the union, shall have the right to interview any employee who is or has been absent from duty. Where a person so appointed is a legally qualified medical practitioner the right to interview an employee shall include the right to examine the employee.
- 22.5 He/she shall prove to the satisfaction of the employer (or in the event of a dispute, the Industrial Relations Commission), that he/she is or was unable, on account of such illness or incapacity to attend for duty on the day or days for which payment under this section is claimed.
- 22.6 He/she shall not be entitled in respect of his/her first year of continued employment to sick pay or pay supplementary to workers' compensation to more than a total amount equivalent to payment for forty ordinary working hours. Any period of paid sick leave or pay supplementary to workers' compensation allowed by the employer to an employee in any such first year shall be deducted from the period of leave which may be allowed or carried forward under this agreement in respect of such year.
- 22.7 He/she shall not be entitled in respect of his/her second or subsequent years of continued employment to sick pay or pay supplementary to workers' compensation to more than a total amount equivalent to payment for 80 ordinary working hours.
- 22.8 Any period of paid sick leave or pay supplementary to workers' compensation allowed by the employer to an employee in any such year shall be deducted from the period of leave which may be allowed or carried forward under this agreement in respect of such year.
- 22.9 The rights under this section shall accumulate from year to year so long as his/her employment continues with the employer, whether under this or any other agreement, so that any part of sick leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this section, in a subsequent year of such continued employment. Employees shall be permitted to accumulate a maximum of 240 hours sick leave.
- 22.10 An employee who unreasonably refuses the interview or unreasonably refuses or prevents the examination specified in this section, shall not be entitled to pay for the period during which he/she is absent from duty.
- 22.11 For the purpose of this section, continuous service shall be deemed not to have been broken by-
- 22.11.1 any absence from work on leave granted by the employer.
- 22.11.2 any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall, in each case, be upon the employee: provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- 22.12 Service before the date of coming into force of this agreement shall be counted as service for the purpose of qualifying thereunder.
- 22.13 This section does not apply to casual employees, that is to say, employees who, though employed on casual rates of pay are required by the terms of their employment, to present themselves for work each day except when notified by their employer that they will not be required.
- 22.14 In lieu of paying sick leave in accordance with the foregoing provisions of this section, an employer may give such employee five days or ten days holiday, whichever is applicable, on full pay to be added to his/her period of annual leave, or may pay him/her in lieu thereof, five days or ten days, whichever is applicable, additional full pay at the time the employee commences his/her period of annual

leave; provided that payment for such leave may be made, if the employee so elects during the year as occasions direct and in such case any unexpired balance of sick leave shall be paid for at the time an employee commences his/her period of annual leave.

22.15 Provision of Medical Certificates - it is a term of this agreement that employees may only be absent from work, due to sickness, in any 12 month period commencing 18th October each year without providing a medical certificate.

3 single day absences.

3 two day absences.

2 single day absences plus 1 two day absence.

2 two day absences plus 1 single day absence.

22.16 All absences in excess of those expressed at paragraph 22.15 must be explained by way of the provision of a medical certificate before payment is made.

22.17 Accumulated Sick Leave - employees who have accumulated 240 hours of sick leave shall have the option of having excess hours paid out at the current rates of pay or accumulating an additional 120 hours which will be converted at the value on that day and transferred into the employees "additional entitlements - sick leave." Any excess hours of sick leave will be paid out at the employee's anniversary date unless the employee advises of some alternative date.

22.18 In the event that an employee elects an alternative pay-out date pursuant to paragraph 22.17, the payment will be made at the rate of pay which applied at the anniversary date and shall not include any wage increases which may have occurred subsequent to that date.

22.19 An employee who wishes to elect an alternative date pursuant to paragraph 22.17 shall be required to advise the pay office no later than 2 weeks before the employees anniversary date. Once this option is exercised by an employee, no further changes may be made in that year unless the employee requires the leave due to sickness.

22.20 The company will continue to observe past custom and practice with respect to the pay out of accrued sick leave upon termination of employment.

23. Annual Leave

23.0 Annual leave shall accrue and be paid for pursuant to the *Annual Holidays Act, 1944*.

24. Annual Leave Loading

24.0 This section applies only in relation to annual holidays to which employees become or have become entitled.

24.1 In this section the *Annual Holidays Act, 1944*, is referred to as "the Act".

24.2 Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this section.

24.3 (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance.)

- 24.4 The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- 24.5 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act or where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- 24.6 The loading is the amount payable for the period or separate period, as the case may be, stated in subsection 24.4 of this section at the rate per week of 17.5% of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed pursuant to Section 34 Wages and Section 36 Juniors of this agreement as the case may be immediately before commencing his annual holiday together with, where applicable, an allowance for loaders pursuant to Section 11 loaders, of this agreement, the first aid allowance pursuant to subsection 19.2 and the leading hand allowance pursuant to subsection 19.3 of section 19, Special Rates of this agreement but shall not include the shift allowances prescribed by section 10 Hours and Payment for Shift Workers of this agreement any other allowances, penalty rates, overtime rates, or any other payment prescribed by this agreement.
- 24.7 No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subsection 24.5 of this section, applying the agreement rates of wages payable on that day.
- 24.8 Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
- 24.9 An employee who is not entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subsection 24.5 of this section.
- 24.10 An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him/her under the Act such proportion of the loading that would have been payable to him/her under this section if he/she had become entitled to an annual holiday prior to the close down as his/her qualifying period of employment in completed weeks bears to 52.
- 24.11 When the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with subsection 24.5, of this section, for the period not taken.
- 24.12 Except as provided by paragraph 24.8 of this subsection, no loading is payable on the termination of an employee's employment.
- 24.13 This section extends to an employee who is given and takes an annual holiday and would have worked as a shift worker namely an employee employed pursuant to Section 10 Hours and Payment for Shift Workers under this agreement, if he/she had not been on annual holiday; provided that if the amount to which the employee would have been entitled by way of allowances for shifts pursuant to the said section 10 for ordinary shifts which he/ she would have worked according to shift roster, if he/she had not been on annual holiday (not including time on a public or special holiday pursuant to subsections 28.0 and 28.4 of section 28 Holidays of this agreement) exceeds the loading calculated in accordance with this Section, then that amount shall be paid to the employee in lieu of the loading.

25. Long Service Leave

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

26. Rostered Days Off

- 26.0 The base rates of pay prescribed by this agreement have been set on the basis that they include a provision for the pay out of 5 rostered days off.
- 26.1 RDO's in excess of those, which have been paid out in accordance with paragraph 26.0, will continue to accrue on the basis of 14 minutes per working day.
- 26.2 RDO's will be paid for at the same rate which is applicable to the payment of annual leave with the exception that no annual leave loading shall apply.
- 26.3 An employee may elect to convert all or part of their accrued RDO's into a pay-out by giving notice to their supervisor or pay office of their desire to do so.
- 26.4 Leisure time credits shall be accumulated and shall be given by the employer and shall be taken by the employee, as required by the employer, in single days or blocks of days by individual employees or groups of employees. Accrued leisure time may be taken:
- 26.4.1 on a roster basis; or
 - 26.4.2 during slack periods; or
 - 26.4.3 with annual leave; or
- in any combination thereof.
- 26.5 Reasonable notice (being 5 working days or by agreement a lesser period) shall be given by an employer for the taking of days off for this purpose. Where practicable, a roster shall be established well in advance. One intention of this section of this agreement is to provide for a maximum degree of flexibility in the implementation and the operation of the average forty-hour week. Another intention of this section of this agreement is to ensure the avoidance of or minimal interference with production.
- 26.6 Employees must complete all work assigned to them in eight ordinary hours per day before they accrue benefits on that day towards on accrued RDO.

27. Compassionate Leave

- 27.0 An employee shall, on the death of a wife, husband, father, mother, child, stepchild, brother, sister, mother-in-law, father-in-law or grandparents, be entitled on notice to leave and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work in respect to the employee's wife, husband, father, mother, child, or stepchild and one ordinary day's work in respect of the employee's brother, sister, mother-in-law, father-in-law or grandparents.
- 27.1 Such notice shall be given by the employee to the employer prior to the commencement of compassionate leave, and proof of such death shall be furnished by the employee to the satisfaction of his/her employer; provided however, that this section shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 27.2 For the purpose of this section, the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated, but shall include a person who lives with the employee as a de facto wife or husband.

28. Public Holidays

- 28.0 The following days shall be holidays for the purpose of this agreement: New Year's Day, Australia Day, Good Friday, Anzac Day, Easter Monday, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and Picnic Day of the Australasian Meat Industry Employee's Union (Newcastle and Northern Branch) namely the first Monday in November and any day proclaimed a holiday for the State. By agreement between the employer and the employees concerned, other days may be substituted for the said days at such employers establishment and such decision to be notified to the Union.
- 28.1 A weekly employee shall be entitled to be paid for holidays falling on a working day under this section; provided that he/she shall have worked on the working day immediately preceding and the working day immediately following the holiday; provided further that this subsection shall not disentitle an employee to be paid for a public holiday not worked where the employee did not work on the working day immediately preceding and the working day immediately following the holiday if the employer is satisfied that the employee's non-attendance, on either or both of these days, was due to the employee's illness.
- 28.2 Employees required to work on any of the above holidays except Christmas Day (25 December), Anzac Day (25 April), Good Friday shall be paid for all time worked at the rate of double time and one half with a minimum payment of four hours. Any employee called upon to work on the said Christmas Day, Anzac Day or Good Friday shall be paid double time in addition to the ordinary weekly rate with a minimum payment of four hours at the appropriate rate. In the case of an agreement pursuant to paragraph 28.0 to substitute a day, the Agreement rate of pay shall be paid for the holiday worked and the penalty payment shall apply to the day substituted in lieu thereof.
- 28.3 For the purpose of determining time worked by a shift worker, loader or stockperson on a holiday, "holiday" shall mean from the completion of his shift or ordinary hours of work on the morning of the holiday until the same time the next succeeding day.
- 28.4 This subsection shall not apply to subsection 20.0 of section 20, Objectionable Work of this agreement.
- 28.5 Production employees at the company's discretion may be required to work any two of the three public holidays in a calendar year being Australia Day, Queens Birthday and Labour Day. Where such work occurs it shall be paid for at ordinary time rates of pay (base rate plus incentive). Where employees work on such days they shall be allotted one additional RDO per holiday worked, and which may be taken by the employee as an RDO or alternatively paid out in accordance with the provisions of section 26.
- 28.6 AMIEU Butchers Picnic Day will be transferred to, and observed on, the day allotted for the Casino Beef Week Cup.
- 28.7 If an employee makes prior arrangements with respect to not working on a public holiday on which work has been scheduled, then payment shall be at the ordinary public holiday rate.
- 28.8 In the event that an employee who is scheduled to attend for work on a public holiday, but does not attend, the following shall apply:
- 28.8.1 The employee concerned must phone the office.
- 28.8.2 The employee concerned must report to their immediate supervisor prior to commencement of work upon return.
- 28.8.3 A certificate of absence will not be required.
- 28.8.4 The absence will not form part of the allowable 3 groups of absences without a certificate.
- 28.8.5 The payment for the day will be at the public holiday rate.
- 28.9 A continual failure to attend for work on public holidays, as required, shall result in disciplinary action.

- 28.10 The company shall advise employees by 7.00am, not less than 7 calendar days prior to a public holiday, if it intends to operate.
- 28.11 In the event of the company giving the notice specified at 28.10 above and due to unforeseen circumstances arising which necessitates a change, the employees will be given the option of voluntary work. If an employee wishes to work, the company will provide such work.
- 28.12 No production overtime will be worked on public holidays on which work occurs.

29. Sundays

- 29.0 Except as otherwise provided for stockyard employees and loaders all time worked on a Sunday shall be paid at double time with a minimum payment of four hours.
- 29.1 This section shall not apply to subsection 20.0 of section 20 Objectionable Work of this agreement.
- 29.2 This Section shall not apply to employees working ordinary hours on a Sunday pursuant to this agreement.

30. Supply of Working Kit to Employees

- 30.0 The employer shall provide for the use of employees, knives, steels, pouches and a stone for sharpening knives, free of cost.
- 30.1 In lieu of supplying the articles mentioned in subsection 30.0, allowances previously paid have been "rolled in" to the base rate for this agreement.
- 30.2 Where the employer has supplied to an employee any of the articles mentioned in sub-section 30.0 of the section such employee when applying for a new knife, steel, pouch or stone, shall not be entitled to such issue without payment therefore at a reasonable price, if he/she fails to return the corresponding article or articles last issued to him/her.

31. Employee's Protection

- 31.0 The company shall provide a sou'wester and one set of oilskin overalls for the use of an employee when sticking or bleeding and all employees shall be supplied with suitable boots.
- 31.1 Where the duties of an employee require the use of gloves and/or waterproof aprons, they shall be supplied, free of cost, by the company.
- 31.2 An employee whose work is performed under wet or greasy conditions, or who works in all weathers shall be supplied, free of cost, according to the nature of his/her work, with gum or leather boots and/or oilskins.
- 31.3 Freezer employees shall be supplied with freezer boots, coats or suitable outer garments, caps and gloves when required to work in freezing rooms.
- 31.4 Employees performing the duty of a loader shall be supplied with a cape.
- 31.5 Boners and slicers when requested by them, shall be supplied with a mesh or plastic apron, the type to be agreed upon between the employer and the employee and/or mesh gloves, such apron and/or gloves when supplied shall be worn by the boner or slicer when engaged in boning or slicing work.
- 31.6 Any employee applying for new gloves, aprons, boots, oilskins or outer garments who fails to return the corresponding articles last issued to him/her, shall not be entitled to same without payment therefore at a reasonable price.

- 31.7 Employees who have been provided with safety equipment shall wear and use such equipment and all employees shall abide by the safety regulations determined by the company.
- 31.8 Second-hand boots will only be re-issued to employees if they have been cleaned and thoroughly sterilised.
- 31.9 All employees who may be involved in the handling of the udder and uterus of Brucella Reactor Cattle shall be supplied with protective gloves if sought by such employees.
- 31.10 Employees other than those on slaughterfloor shall on request be provided with gloves where they are required to handle hides or skins infested with the burrs.

32. Accommodation

- 32.0 Subject to the provisions of the *Shops and Industries Act 1962* each employer shall provide for the use of his employees:
 - 32.1 A dressing room containing hot and cold showers and dining room.
 - 32.2 An adequate locker for each employee.
 - 32.3 Facilities for boiling water and provision for heating food for meals and at rest periods (unless boiling water is provided by the employer).
 - 32.4 Adequate first aid equipment.
 - 32.5 Where females are employed the above dressing, shower and locker facilities shall be separate from the males.
 - 32.6 The employer shall cause all accommodation to be kept in a clean and sanitary condition with the co-operation of the employees.

33. Clothing and Laundry Allowance

- 33.0 This subsection shall apply to an employee who is required, pursuant to paragraphs (a) and (b) of sub-regulation (2) of Regulation 61A and of the Export (Meat) Regulations to wear clean outer clothes and a clean head covering as prescribed in those paragraphs.
- 33.1 An employer shall pay to an employee to whom this section applies and allowance in the following circumstances;
 - 33.1.2 Where the employee provides his/her own clean outer clothes (other than head covering) and arranges for his/her own clothes to be laundered at his/her own expense and wears freshly laundered clothes daily \$1.12 per day for each day worked.
 - 33.1.3 Where the employer provides clothes for the use of the employee and the employee launders the cloths and wears freshly laundered clothes daily - 91 cents per day for each day worked.
 - 33.1.4 Where the employee provides his/her own clean outer clothes and the employer arranges for the laundering of the employee's clothes - 30 cents per day for each day worked.
- 33.5 Where the employer supplies the clothes at no cost to the employee such clothes shall remain the property for the employer and the employee shall take reasonable care of the clothes and no allowance shall be payable to the employee where the employer arranges the laundering of such clothes.
- 33.6 Where the employer provides and launders clothing as mentioned in this section it will be the employee's responsibility to collect and return the clothing issued in his/her time to a place on the establishment nominated by the employer.

- 33.7 Where the employer supplies any of the above clothing and the employee fails to take reasonable care for or fails to return such clothes the employer may recover from the employee concerned the value of such clothes or may deduct such value from any moneys payable to such employee.
- 33.8 The employer is not required to keep stocks of clothes but wherever possible each employer shall arrange with a local storekeeper to hold stocks of clothing for purchase by employees should they wish to use such facilities.
- 33.9 Head coverings shall be provided free of cost by an employer to an employee, head coverings to include hair nets. Such head covering shall be worn in a proper manner as required by management.
- 33.10 Where an allowance is paid in accordance with paragraphs 33.1 of this section and subsection 30.2 of Section 30 Supply of Working Kit to Employees, the employee shall launder such head coverings.
- 33.11 Employees not coming within the provisions of subsection 33.0 of this section shall be paid an allowance in the following circumstances:
- 33.11.1 Where the employee provides his/her own outer clothes and arranges for his/her own clothes to be laundered at his/her own expense, 54 cents per day for each day worked.
- 33.11.2 Where the employer provides clothes for the use of such employee and the employee launders the clothes, 45 cents per day for each day worked.
- 33.11.3 Where the employee provides his/her own outer clothes and the employer arranges for the laundering of the employee's clothes 12 cents per day for each day worked.

34. Payment of Wages

- 34.0 Wages shall be paid to weekly employees in the employee's time not later than Friday in each week and shall include all monies earned up to the finishing time two days preceding the day of payment.
- 34.1 Payment for a day of accumulated leisure time given by the employer and taken by the employee shall be the rate paid for annual leave purposes (excluding annual leave loading) pursuant to the *Annual Holidays Act, 1944*.
- 34.2 A leisure time credit shall be made in addition to days worked by the employee, for a day or days or part of a day by the employee on paid sick leave or on a paid public holiday, paid compassionate leave but not for a day or days or part of a day by the employee on workers, compensation, long service leave, annual leave, maternity leave, unpaid sick leave or unpaid leave of any kind.
- 34.3 Wages shall be paid on the ordinary pay day of the company, being Thursday, into a bank account of the employee's nomination.
- 34.4 An employee who is underpaid by more than \$10.00 in any week, may request through his or her supervisor that the pay adjustment be made up in the form of a cheque which is to be made available to the employee within 24 hours from notification of the under payment. The 24 hours referred to herein will only relate to Monday to Friday working days. Alternatively, the employee may request that the under paid amount be included in the next week's wages.
- 34.5 It has been agreed by the parties that Bundy card records shall be used to determine legitimate overtime calculations.
- 34.6 If required, wages due under this agreement to a casual employee, shall be paid prior to or immediately on the termination of work on each day on which he/she is engaged.

35. Terms of Employment

- 35.0 An employee shall be engaged either as a weekly hand or as a daily hand or as a part-time employee and each employee shall be notified at the beginning of employment and before commencing work whether the employee is a weekly or daily hand or part-time employee.
- 35.1 A weekly hand and a part-time employee shall be paid by the week, and, except in the case of misconduct, justifying summary dismissal, the employment may be terminated by either party giving to the other, the appropriate notice as prescribed by the termination of employment provisions of this agreement, or payment or forfeiture of pay in lieu thereof. This provision will not apply to the initiation of the Shortage of Livestock provision contained in Section 18, in which case the employer shall be required to give one weeks notice.
- 35.2 This section shall not affect the right of the employer to deduct payment for any day or portion thereof during which the employee is stood down by the employer as a result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct on the part of the employee or to deduct payment for any day during which an employee cannot be usefully employed because of any strike or through any breakdown of machinery or interruption in the essential services excluding the availability of livestock for any reason.
- 35.3 This section shall not affect the right of the employer to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be payable up to the time of dismissal only.
- 35.4 An employee who absents himself/herself from work for any reason shall notify his/her employer not later than 4.00 pm on the first day of absence and as far as possible, state nature of the illness, incapacity or absence and the estimated duration of the same.
- 35.5 A part-time employee may be engaged pursuant to the relevant provisions of the *Industrial Relations Act, 1996*.
- 35.6 A labourer shall be required to perform slaughtering tasks and shall be required to contribute to the team provided the said labourer is suitably qualified to perform the slaughtering task or tasks required and is paid the appropriate slaughtermen's rate of pay for such time as the labourer is performing that slaughtering task or tasks.
- 35.7 This subsection shall apply by agreement with the union on a plant by plant basis. After all avenues of consultation have been exhausted including negotiation and conciliation (which may include a Conciliation Commissioner) no party shall be subject to an arbitrated decision.
- 35.8 An employer may direct an employee to carry out such duties as are within the limits of an employees skill, competence and training: the employee will follow such direction.

36. Learners Slaughtering

- 36.0 For the purpose of becoming qualified as a slaughter-person, any employee 18 years of age or over may be selected by the slaughtering panel to be trained as a learner. Nothing in this subsection shall prevent any employee who has been trained in the dressing of one type of animal from being selected as a learner on other types of animals.
- 36.1 The structure of the panel is the same as in sub section 39.3 Promotion System of this agreement. The conditions applying to the selection and training of employees to become slaughterperson shall be as follows;
- 36.2 In the event of an employee being rejected by the panel after a trial period, he/she shall revert to the position he/she held prior to being selected as a learner.
- 36.3 One learner may be employed to every three or fraction of three permanent slaughter-persons employed.

- 36.4 The company shall hand to the learner at the end of his/her training period a certificate to the effect that he/she has served a training period and has been trained as a slaughter person.
- 36.5 Slaughter-persons classified as permanent slaughter persons shall not be replaced because of the Learners Scheme. If killing is slack, learners shall have preference over temporary promoted slaughter persons as provided in Section 36, Temporary Promoted Slaughter persons of this agreement.
- 36.6 Should this section not prove satisfactory in any particular works the employer and the union have the right to confer and draw up a new section satisfactory to both parties.
- 36.7 Wages for Learners - shall be paid in accordance with the company and union agreement.
- 36.8 In no case shall a learner employed under this section receive less than the wage he / she received immediately prior to his / her being employed as a learner.
- 36.9 The panel shall be responsible for ensuring that:
- 36.9.1 a record be kept of the periods of training performed by learners;
 - 36.9.2 the tasks performed during such learning periods be recorded;
 - 36.9.3 all decisions by the panel are to be recorded in a minute book proceedings;
 - 36.9.4 the entries therein are to be vouched as a true record by the members of the panel.
- 36.10 Future Employees - all future employees if required by the employer after the making of this agreement, shall serve a probationary period (to be determined by the training committee) on the slaughterfloor and if required by the employer shall make themselves available to be trained as a slaughter-persons during a probationary period.
- 36.11 If an employee during the probationary period is rejected by the panel as a learner or in the event of the employee being failed by the panel after a trial period, he/she shall revert to the labouring position held prior to his/her probationary period to enable another person or persons to be trained.
- Temporary Promoted Slaughterpersons
- 36.12 Temporary Promoted Slaughter-persons are slaughter-persons not classed as permanent slaughter-persons who have been trained as slaughter-persons or who are competent to do slaughtering and who are engaged on slaughtering duties.
- 36.13 When all permanent slaughter-persons and temporary promoted slaughter-persons are employed as slaughter-persons, other employees selected by the panel established pursuant to of subsection 36.10 of section 36, learners slaughtering, may be employed as slaughter-persons pursuant to section 21, mixed functions, of this agreement.
- 36.14 The rate to be paid for sick leave as prescribed by Section 22 Sick Leave, Section 23 Annual Leave and Section 28 Public Holidays of this agreement shall be the average ordinary weekly rate of pay received by such employees, during the four working weeks worked by the employees immediately preceding the commencement of such leave or holidays.
- 36.15 Food Processing Labourers - grade 3 shall do any class of labouring work in or about the establishment, including pushing meat into and working meat through chilling room, hanging skins, salting hides, etc.
- 36.16 Food processing labourers grade 3 or other employees, when called upon to load meat, hides and skins, shall be paid at the loader's ordinary rate for the time so employed in lieu of his / her ordinary rate. When called upon to do such work outside his/ her ordinary

hours, he / she shall be paid at the appropriate overtime rate or the loader's ordinary rate, whichever is the higher.

36.17 Food processing labourers grade 3 directly associated with the slaughtering of animals, shall be in sufficient numbers so as to avoid congestion on the slaughtering floors.

36.18 Food processing labourers grade 5 may be required to work up to 45 minutes on normal cleaning duties (ie: the cleaning of floors and equipment) associated with the day's kill. At the expiration of the 45 minutes they will be allowed to cease work or if required to continue, shall be paid the appropriate overtime rate they shall be paid overtime in excess of 30 minutes after the normal ceasing time. All time worked in excess or outside the normal spread of hours shall be overtime and be paid for at the appropriate rate.

Juniors

36.19 Juniors - the minimum rate of pay for 40 ordinary hours for junior employees shall be in accordance with the weekly wage rate tables as appear in Appendix 1 of this agreement.

36.20 Casual juniors employed for a day of 8 ordinary hours shall be paid one fifth of the weekly rate for 40 ordinary hours prescribed for the relevant classification plus 12.5% per day or part thereof. Provided that casual junior employees may be employed for a minimum of 4 hours on a plant by plant basis where there are agreed tasks between the employer and the union and paid at the appropriate hourly rate for each hour worked.

36.21 Limitation of Employment of Juniors - Juniors may be employed on light tasks in or about the works in all departments, including the use of a knife and including trimming mutton carcasses, as agreed upon between the employer and the union, and in the event of a dispute shall be referred to the conciliation committee.

36.22 Juniors may be employed on the work of a slaughter-person or boner as provided for in Section 36, Learners Slaughtering and Section 37, Learners Boning of this agreement.

36.23 Juniors 18 years of age or over may be employed on the work for an adult provided they are paid the adult rate of pay therefore.

36.24 Subject to paragraph 36.21 of this subsection for the gaining of trade experience, juniors may be employed at junior rates of pay assisting adults on any work excepting slaughtering and boning.

36.25 This subsection shall not be used for the purpose of replacing adult labour.

36.26 In the casing department one junior shall be permitted for each adult employee therein.

Work to be Performed by Slaughter-person

36.27 Cattle - on rail dressing - stick, skin cheeks, cut off heads, tie weasand or rectum, push to a conveyor, skin hind legs, remove feet, transfer from bleeding rail and place in rollers or slides, clear neck, brisket and shin, remove front feet, clear rump, pull tail, flank out, split aitch bone, clear shoulders, pull hide or side carcass, back off, front out, remove offal and caul fat from carcass, saw brisket and saw down and operate rail stops and at Casino, insert high voltage electrical stimulator probe. When required to do so in the course of dressing carcasses slaughter-persons will carry out all necessary duties in connection with the operation of equipment known as downward beef hide pullers.

36.28 Calves - Mechanical conveyor - stick, cut off feet, leg and / or hock, skin cheeks, clear tail and rectum, tie rectum and remove, skin out, open up, cut brisket, remove offal from inside, cut off heads, saw if required.

- 36.29 Calves - Mechanical conveyor with skin puller (trade type dressing) - stick, cut off feet, leg and / or hock, clear tail and rectum, tie rectum and remove, open skin along belly line, clear skin from cheeks, flank and rib cage, open skin along front legs and clear to point of shoulders, operate skin puller to remove balance of skin, open up, cut brisket, remove offal from inside, cut off heads, saw if required.
- 36.30 Calves - mechanical conveyor with skin puller (boner type dressing) - stick, cut off feet, part clear skin from hind legs, clear tail and rectum, tie rectum and remove, open skin along belly line, clear skin from cheeks through to point of shoulders, operate skin puller to remove balance of skin, open up, split brisket, remove offal from inside, cut off heads.
- 36.31 Calves and / or vealers at Casino - Mechanical conveyor with flow through skin puller - stick, cut off back feet, cut off front feet with hock cutter below joint, leg and or hock, clear tail and rectum, tie rectum and remove, open skin along belly line and continue cut along length of neck, remove chin piece and ears, flank and rib cage clearing skin over brisket to point where from leg join body, operate skin puller to remove balance of skin, open up, cut brisket, remove offal from inside, cut off heads, saw if required.
- 36.32 NOTE: Duties not specified above which are performed by slaughter-persons due to past practice and custom, shall continue to be performed in the particular establishment or establishments.
- 36.33 Cattle and calves shall be finished off to the satisfaction of the employer or his representative.
- 36.34 Subject to Section 36 Learners Slaughtering, of this agreement any employee who performs any of the following operations shall be paid as a slaughter-person:

Cattle - sticking, cutting off heads, removing skin including footing off, cutting brisket and aitch, backing off, machine saw and removing offal from inside.
- 36.35 Work to be performed by slaughter-persons shall be overhauled by agreement with Union.
- 36.36 The employer shall ensure, as far as practicable, that all animals are clean before being submitted for slaughter.

37. Learners Boning

- 37.0 For the purpose of becoming qualified as a boner, juniors 18 years of age and over and any other employee selected by the Learning Panel may be trained as boners.
- 37.1 The structure of the panel is the same as in sub section 39.3 Promotion System of this agreement. The conditions applying to the selection and training of employees to become boners shall be as follows:
- 37.2 In the event of an employee being rejected by the panel after a trial period, he/she shall revert to the position he/she held prior to being selected as a learner.
- 37.3 One learner may be employed to every three or fraction of three permanent boners employed in the boning department.
- 37.4 Because of the various systems of boning in operation, the period of training for beef and veal for learners shall be by agreement between the union and the employer. The panel may increase or decrease the learning period agreed upon of any learner and the secretary of the union shall be advised accordingly.
- 37.5 The company shall had to the learner at the end of his/her training period a certificate to the effect that he/she has served a training period and has been trained as a boner.

- 37.6 Boners classed as permanent boners shall not be replaced because of the Learners Scheme. If boning is slack, learners shall have preference over temporary promoted boners.
- 37.7 Should this section not prove satisfactory in any particular works, the employer and the union have the right to confer and draw up a new section satisfactory to both parties.
- 37.8 Wages for Learners - shall be paid in accordance with the company and union agreement.
- 37.9 In no case shall a learner employed under this section receive less than the wage he/she received immediately prior to his/her being employed as a learner.
- 37.10 The panel shall be responsible for ensuring that:
- 37.10.1 A record be kept of the periods of training performed by the learner.
- 37.10.2 The tasks performed during such learning periods be recorded.
- 37.10.3 All decisions by the panel are to be recorded in a minute book of proceedings.
- 37.10.4 The entries therein are to be vouched as a true record by the members of the panel.

Temporary Promoted Boners

- 37.11 Temporary promoted boners are boners at a particular establishment not classified as permanent boners, but who hold a certificate to the effect that they have completed a training period as a boner under the Learners Scheme operating at the establishment where they are employed.
- 37.12 Boners so classified as temporary promoted and who are not required by the employer to perform boning duties shall be paid a special allowance which under the terms of this agreement has been rolled into the base rate.
- 37.13 All future employees if required by the employer after this variation shall serve a probationary period (to be determined by the training committee) in the boning room and if required by the employer shall make themselves available to be trained as boners and/or slicers.
- 37.14 If an employee during the probationary period is rejected by the panel as a learner or in the event of the employee being failed by the panel after a trial period, he/she shall revert to the labouring position held prior to his/her probationary period to enable another person or persons to be trained.

38. Duties of a Boning Team

- 38.0 Regulation of work and adequate labour - The rate of work during the day shall be regulated and controlled by the employer for the purpose of reasonable distribution of incentive required over the prescribed working period, and the employer shall provide adequate and sufficient labour to follow boners in order to avoid congestion.

Definitions:

- 38.1 Slicers - A slicer shall be required to perform the following work on meat after it has been handled by the boners; remove paddywack, blood clots, bruises, ingesta stains, pieces of bone, cartilage, hide or wool, nodules and glands and sinews, exposed nerves, veins and arteries, where required and trim fat to required specifications and trim cuts to required specifications. Such work shall be competently and efficiently performed on the meat prior to transfer to employees required to wrap and pack meat.
- 38.2 Trimmers - A trimmer is an employee other than a sawyer, performing work on carcasses, sides or quarters before they are boned and sliced.

- 38.3 NOTE: An employee who uses a knife or other implement only for the purpose of spotting or revising the slicers' work shall not be deemed to be a trimmer.
- 38.4 Fleeced-out - In reference to the boning of beef and veal means boned out so that after the main part of the meat has been removed from the bones the meat that remains in the intercostal spaces is removed by running a knife down each side of each rib bone.
- 38.5 Birdcaged - Means bone out in such manner that the meat from the intercostal spaces and the attached portion of the pleural membrane remain attached to the rest of the meat when removed from the bones by running a knife down each side of each rib bone.
- 38.6 Ribbed-out - Means bone out in such a manner that the meat from the intercostal spaces and the whole of the pleural tissue remain attached to the rest of the meat when removed from the bones, having been freed from the bones by making an incision down the centre of each rib bone and forcing the rib bone through the incision so made.
- 38.7 Trunk (Fleeced out) - means a system of boning where each complete side of the trunk is removed from the frame while the carcass is hanging from the rail and boned separately on the table.

Duties of Team:

- 38.8 The duties of a team under this section shall be to bone the quarter or other piece in accordance with the requirements of the employer and to perform any tasks incidental to such boning. A team or group shall within the ordinary hours of work on any day or shift complete such production as the employer may require.
- 38.9 A member of a team or group shall perform such tasks and/or parts of tasks as the employer may require.

39. Promotion System

- 39.0 The promotional system developed in this document allows employees to not only advance their careers within their departments, but also between departments.
- 39.1 The proposal is as follows:

The NCMC will advertise within the plant any position that requires an employee to be trained in a classification higher than a grade 3.

An adult new entrant will start as either a grade 2 or grade 3 depending on the qualifications the individual holds.

NCMC also reserves the right to employ any person who holds industry recognised credentials that allow the employee to be engaged at a higher classification than grade 3. External individuals who are employed with industry recognised credentials must still apply for promotion under the promotion system. They don't automatically get the position that has been advertised, but will be considered by the panel along with all other applicants.

Existing non-production grade 3 employees who have given years of service in an area, under special circumstances, are considered for promotion to grade 3 in production areas.

If an employee would like to be considered for a promotion to a higher skill/classification then the employee must be competent in most tasks within the department and classification he/she works.

Any employee seeking a promotion should on a voluntary basis take the opportunity to register for work in the department where they seek promotion on stand down days and avail themselves of work in the department when it is offered.

The selection process for employees with or without credentials and seeking promotion will be by the selection panel.

Any person who is not accepted for promotion shall be informed why they were not accepted and what limitations they must address so they might be promoted at the next opportunity and also the person be trained for future promotion.

Days where employees are required in production areas; management should make the commitment to those persons who have shown interest in being promoted in those areas.

No employee shall be discriminated against on any basis including the department he/she presently works.

Employees selected for promotion do not proceed until a trained employee replaces them.

39.2 Objective of the Panel.

The panel will be charged with the responsibility to select the most appropriate and suitable person for any advertised position. This panel is only involved in training promotions to classifications higher than grade 3 within production departments.

The panel will take into consideration applicants, length of service, previous training whether internal or external, medical report, employment history, the candidates willing to assist within the department and if the candidate has availed themselves of opportunities to advance within the department and other areas on stand down days.

The panel will replace the "learner panel" as defined in the 1999 Enterprise Agreement. The following points defined in "Structure" will replace points 36.2, 36.3, 37.2 and 37.3 of the 1999 Enterprise Agreement.

39.3 Structure of the Panel

The panel will consist of processing supervisor, fabrication supervisor, one grade 3 from a non-production department, the foreman of the department and either two boners or two slaughter persons depending on where the position is vacant. The General Manager or his/her nominee shall be the chairperson of such a panel and shall exercise a casting vote only in the case of a tie. (This is to replace points 36.2 and 37.2 of the 1999 Enterprise Agreement.)

Permanent employees desirous of obtaining a promotion may apply for any position/positions advertised. (such advertisement will be displayed on all notice boards).

The above panel will shortlist all the applicants after receiving an expression of interest. All employees who have been short-listed will be given an opportunity for an interview.

39.4 Process

All positions will be advertised on the notice boards. All advertisements will have a closing date. All applications will need to be in writing.

The panel will review all application and will develop a candidate short-list. All short-listed candidates will be interviewed.

The decision of the panel will be final and all short-listed candidates who were not successful will be informed what they should address for the future.

40. Procedures for the Avoidance of Industrial Disputes

40.0 The parties agree that all grievances, claims or disputes shall be dealt with in the manner set out hereunder so as to ensure the orderly settlement of the matters in question.

- 40.1 It is agreed that at all times the safety of the product at all stages of the production process will be paramount.
- 40.2 Notwithstanding the existence of a dispute it is agreed that in all cases animal welfare considerations shall be observed so as to ensure that calves and sick animals are processed.
- 40.3 The steps in the dispute resolution process will be as follows:
- Step 1 - Any grievance or dispute which arises shall wherever possible be settled by discussion in the department concerned, between the employee(s) and their immediate departmental supervisor.
- Step 2 - If the matter remains unresolved, the affected employee(s) shall refer the matter to their elected works union delegate, who shall in turn refer the matter to senior management for discussion.
- Step 3 - If the matter remains unresolved after completing the forgoing steps, every attempt should be made to locate the General Manager.
- Step 4 - If the matter remains unresolved after completing the forgoing steps, it shall be referred to the secretary of the union, or his/her representative and to the company's industrial relations representative, who shall confer in an attempt to resolve the matter.
- 40.3 From the time the dispute is notified to management in accordance with section, a 10 day cooling off period shall apply and all attempts shall be made during this period to resolve the dispute.
- 40.4 Whilst the forgoing procedure is being followed work shall continue as normal. No party shall be prejudiced as to the final settlement by virtue of the normal continuance of work.
- 40.5 In the event that the matter remains unresolved after observing the preceding steps, it may be referred to the Industrial Relations Commission of New South Wales for resolution. Either party may refer the matter to the Commission.
- 40.6 In observing this procedure, the parties shall at all times confer in good faith and without undue delay.
- 40.7 From the moment a dispute or grievance is raised in accordance with this procedure, the status quo will apply and work shall continue normally, in accordance with the terms of this agreement, without any stoppage of work, ban, limitation or restriction. For the purposes of this procedure the term "status quo" shall mean the situation which existed immediately prior to the dispute or the matter which gave rise to the dispute.
- 40.8 Payment - In the event of a stoppage of work due to a grievance or dispute an amount of equivalent time will be deducted from the base rate of pay of the employees concerned and no amount will be paid in respect of lost incentive payments.
- 40.9 The exceptions to the provisions of paragraph 40.9 will be as follows:
- 40.9.1 A meeting called by management to advise or inform employees (departmental or total workforce) of a specific matter. In this event no deduction of the base rate will occur however, no incentive payment will be made.
- 40.9.2 A meeting of no more than 20 minutes duration called by the general delegate with approval from management to update employees on matters related to their employment. In this event no deduction to the base rate will occur however, no incentive payment will be made. Any time exceeding the 20 minutes will be deducted from the base rate unless the equivalent time is made up.
- 40.9.3 A meeting of no more than 20 minutes duration called by an official of the AMIEU with approval from management to update employees on matters related to their employment. In this event no deduction to the base rate will occur however, no incentive payment will

be made. Any time exceeding the 20 minutes will be deducted from the base rate unless the equivalent time is made up.

- 40.10 In the event of any meeting, it is acknowledged by the parties that every effort will be made to minimise the impact on production and earnings. Employees should move promptly to and from meetings.

41. New Technology

- 41.0 Should an employer desire to introduce new technology into an incentive system of an existing abattoir or as an extension of an existing abattoir, or in the course of establishing a new abattoir, the following provisions shall apply:
- 41.1 At least 6 months before the introduction of any such change or if it is not practicable to do so, as early as it is practicable to give notice, the employer shall notify the relevant union in writing of the proposed change or introduction.
- 41.2 There shall be a trial period during which the new technology/machinery is to be assessed by the parties as to its effects upon employment and incentive.
- 41.3 The length of the trial period or any extension of the trial period shall be as agreed between the employer and the union, or failing agreement, such period or further period as may be ordered.
- 41.4 Where an existing incentive system of slaughtering, boning or handling of meat is to be replaced or altered, the manning for the new technology or equipment during the trial period shall be as agreed or in default of agreement, as determined by the employer subject to any order or agreement which may be made.
- 41.5 During the trial period a committee of an agreed size comprising a representative or representatives of the employer and the union shall monitor the operation of the new technology or equipment. Members of the monitoring committee shall have full access to any records relating to the operation of the new technology or equipment including details or records maintained by the employer or the union of its operation during the trial period.
- 41.6 At the conclusion of the trial period the union and the employer shall confer to any alteration to the previous system of slaughtering, boning or handling which is required as a result of the introduction of the new technology or equipment. In the absence of agreement as to the appropriate alteration or alterations to be made, the matter shall be notified pursuant to the *Industrial Relations Act* 1991 if not already the subject of proceedings under the Act.
- 41.7 While the foregoing procedures are being followed, work shall proceed normally and without direct action being taken in relation to issues involved in the proposed change or introduction.
- 41.8 For the purposes of this section new technology shall mean any new or significantly different plant, equipment layout or system design in any establishment covered by this agreement which has not already been valued for the purposes of this agreement by a tribunal under the *Industrial Relations Act* 1991 or any Act replacing it and in respect of which the employer or the Federation seeks a value for the purposes of this agreement.

42. Maternity, Paternity and Adoption Leave

- 42.0 Employees shall be entitled to maternity, paternity and adoption leave subject to the provisions of the *Industrial Relations Act* 1996, or any legislation made in succession thereto.

43. Family Leave

- 43.0 Use of sick leave - An employee with responsibilities in relation to a person set out in the following paragraphs who needs their care and support shall be entitled to use, in accordance with this subsection, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

- 43.1 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 43.2 The entitlement to use sick leave in accordance with this subsection is subject to:
- 43.2.1 The employee being responsible for the care and support of the person concerned; and
 - 43.2.2 The person concerned being:
 - 43.2.3 A spouse of the employee; or
 - 43.2.4 A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - 43.2.5 A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - 43.2.6 A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - 43.2.7 A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- 43.3 "relative" means a person related by blood, marriage or affinity;
- 43.4 "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 43.5 "household" means a family group living in the same domestic dwelling.
- 43.6 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 43.7 Unpaid Leave for Family Purpose - an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person as set out above.
- 43.8 Annual Leave -To give effect to this section, but subject to the *Annual Holidays Act 1944*, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the parties.
- 43.9 Access to annual leave, as prescribed above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.
- 43.10 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - 43.11 Time off in lieu of payment for overtime - An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
 - 43.12 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- 43.13 An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the agreement, for any overtime worked under this section where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subsection, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked as an overtime payment or as time off work at the ordinary time rate of pay.
- 43.14 Make-up Time - An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.

44. Occupational Superannuation

- 44.0 The company shall make monthly occupational superannuation contributions on behalf of every eligible employee, in accordance with the Commonwealth Occupational Superannuation Legislation.
- 44.1 Salary Sacrifice - When available, is the amount "sacrificed" from an employee's weekly salary or wage and paid by way of a superannuation payment, with any such arrangement required to comply with all Australian Taxation, superannuation fund requirements and industrial legislation.
- 44.2 Salary Sacrifice Will Be Offered To Employees On The Following Basis:
- 44.2.1 Employees will be able to elect to have either a set amount or a set percentage of their weekly income paid directly to their current superannuation fund as a "salary sacrifice", which will be paid into the complying fund prior to the deduction of income tax.
- 44.2.2 Employees may make one adjustment per year to the amount that they have elected to be their "salary sacrifice".
- 44.2.3 Requests made by employees to use the "salary sacrifice" facility will be required to be made on the appropriate form provided by NCMC and will be required to be conducted in accordance with the terms and conditions designated by NCMC from time to time.
- 44.2.4 Superannuation will be paid at the appropriate statutory rate on any "salary sacrifice" component and for the purposes of superannuation payments the "salary sacrifice" component will be treated as if it had not been deducted from the employee's salary or wages.

45. Termination, Change & Redundancy

- 45.0 Application - This section shall apply in respect of full time and part-time persons employed in the classifications specified by this agreement.
- 45.1 Where the employer terminates the services of employees as the direct result of seasonal factors affecting the meat industry or shortages of livestock, the employer shall not be required to pay severance pay to the employees so terminated.
- 45.2 The employer is required to notify the Union, in writing, of the terminations and if requested, shall hold discussions with the Union about the said terminations.
- 45.3 If the Union are not satisfied as a result of these discussions that the terminations are the direct result of genuine seasonal factors or shortages of livestock and no agreement can be reached concerning the matter, then it will be referred to the Industrial Relations Commission for determination.
- 45.4 For the purposes of this agreement the terms "seasonal factors" and "shortages of livestock" shall refer to the following industry features:
- 45.4.1 climatic features such as droughts, floods and fires and changes in the seasons; and

- 45.4.2 animal breeding cycles.
- 45.5 Notwithstanding the preceding provisions, if the company's premises or departments of such premises has been closed for a continuous period of 8 months, then such closure for the purposes of this agreement shall be deemed to be permanent and severance payments shall apply in accordance with this section.
- 45.6 Introduction of Change - Employer's Duty to Notify -Where the company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union.
- 45.7 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- 45.8 Employer's Duty to Discuss Change - The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters realised by the employees and/or the union in relation to the changes.
- 45.9 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in this section.
- 45.10 For the purposes of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- 45.11 Redundancy - Discussions Before Termination - Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to the Introduction of Change provisions of this agreement , and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- 45.12 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of sub-section 45.11 and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- 45.13 For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.
- 45.14 Termination of Employment - Notice of Changes in Production, Programme, Organisation or Structure - This subsection sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with the Introduction of Change provisions of this agreement.

45.15 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

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

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

45.16 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

45.17 Notice for Technological Change -This subsection sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with this agreement. In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination. Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by payment of the period of notice specified and part payment in lieu thereof.

45.18 The period of notice required by this subsection to be given shall be deemed to be service with the employer for the purposes of *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

45.19 Time off During the Notice Period - During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

45.20 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

45.21 Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this section had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

45.22 Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

45.23 Notice to Commonwealth Service - Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

45.24 Department of Social Security Employment Separation Certification -The employer shall, upon receipt of a request from an employee whose employment has been terminated,

provide to the employee an "Employment Separation Certificate", in the form required by the Department of Social Security.

45.25 Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in the Introduction of Change provisions of this agreement, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

45.26 Severance Pay - Where an employee is to be terminated pursuant to the provisions of this section, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

45.27 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service Entitlement	Under 45 Years of
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
years and over	16 weeks

45.28 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
years and over	20 weeks

45.29 "Weeks pay means the base rate for the employee concerned at the date of termination and shall include in addition to that rate of pay, over agreement payments, shift penalties and allowances, cold temperature allowances, but shall not include any amounts paid by virtue of the incentive system contained in this agreement.

45.30 Incapacity to Pay -Subject to an application by the company and further order of the Industrial Relations Commission of New South Wales the company may pay a lesser amount (or no amount) of severance pay than that contained prescribed herein. The Industrial Relations Commission of New South Wales shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission of New South Wales thinks relevant, and the probable effect paying the prescribed amount of severance pay will have on the employer.

45.31 Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales an employer may pay a lesser

amount (or no amount) of severance pay if the employer obtains acceptable alternative employment for an employee.

Savings Section

- 45.32 Nothing in this agreement shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this agreement. Nothing in this agreement shall be construed so as to limit the obligation of the employer with respect to any matters in this agreement relating to new technology.

46. Further Processing Room

The parties have agreed that the Further Processing Room Agreement will be read in conjunction with the Cassino Food Processing Enterprise Agreement 2003 and hence such employees will be covered under it during its duration.

47. Miscellaneous Matters

- 47.0 Labour Hire Firms - the company agrees to maintain the current method of employment when sourcing labour. It undertakes not to seek labour from labour hire firms with respect to employment in classifications which are covered by this agreement. This provision does not prevent the company from outsourcing any of its current operations which are not central to its core business of meat processing.
- 47.1 Union Recognition - it is recognised that it is at the discretion of the company as to whether it deducts union fees from the wages of employees. Whilst there continues to be a spirit of cooperation between the company, its employees and the AMIEU, the practice of union fee deductions shall be continued.
- 47.2 The company recognises the Australasian Meat Industry Employees Union (Newcastle & Northern Branch) as being the union that shall have exclusive membership rights with respect to employees who are engaged in the classifications contained in this agreement.
- 47.3 All employees covered by this agreement shall be given an application form, at the time of recruitment, inviting them to become a member of the AMIEU.
- 47.4 Leave to Attend Union Business - leave of absence from work to attend any union business shall be allowed by the company to any employee who is an elected representative member of the union, provided fair and reasonable notice is given to the company.
- 47.5 The leave referred to at 47.4 above will be subject to it being restricted to no more than 2 employees at any one time. Such employees shall be paid for the time he and/or she is absent from work. The company will have the right to seek reimbursement of such amounts from the Australasian Meat Industry Employees Union (Newcastle & Northern Branch).
- 47.6 Trade Union Training Leave - employees shall be entitled to paid trade union training leave in accordance with this section.
- 47.6.1 Leave is to be confined to workplace union delegates or persons who have been elected as work place representatives and who have held such or similar positions for a period of not less than a total period of three months.
- 47.6.2 The company is to be consulted before the nature and content of the particular course to be attended is finalised. The company reserves the right to deem the course as not suitable or appropriate to its core business.
- 47.6.3 Leave is to be confined to no more than five days per year for each employee, with such leave not being cumulative from year to year.

- 47.6.4 The courses for which leave is granted are those which are conducted by the union (or its agent) and approved by the union and the company as being relevant to the industry.
- 47.6.5 Whilst attending training under this section, employees shall receive payment as if they were at work performing their usual duties.
- 47.6.6 Applications for leave under this section must be made in writing to the company, at least 2 weeks prior to the date upon which the training is proposed to occur.
- 47.6.7 The granting of training leave is subject to the company at all times being able to maintain proper staffing arrangements during the period of the training.
- 47.6.8 The union shall nominate no more than 8 of its members, or half of the union delegates or representatives, whichever is the lesser number, who shall be entitled to leave at the same time.
- 47.6.9 Leave may only be granted where the courses to be attended are such as to improve the employees' knowledge of industrial relations and related issues.
- 47.7 Induction of New Employees - the company will implement an induction program for all new employees which will include the provision of information related to occupational health & safety and workers compensation.
- 47.8 The union delegate will be given paid time off to speak to all employees inducted during the induction process.
- 47.9 The new employees will be paid while attending the induction programme and payment will be at the ordinary time rate of a new entrant classification.
- 47.10 Consultative Committee - the parties agree to the continuing operation of a joint consultative committee in accordance with the relevant constitution.
- 47.11 The parties agree that the consultative committee will work towards improving the efficiency and productivity of the company's operations and the objectives of this agreement.
- 47.12 Company Policy - The company shall continue the process of ongoing review of operations throughout the company's premises. This will include reviewing matters related to manning. It will be the objective to identify and remove inefficient practices from the company's meat processing operations. A further objective shall be full labour utilisation.
- 47.13 Prior Informal Plant Agreements - the company agrees to discuss the issue of previous informal plant agreements, with the union delegates, should they arise during the operation of this enterprise agreement.
- 47.14 The parties undertake to discuss the issue of previous agreements in a spirit of good faith.
- 47.15 The parties agree that at all times the objective of the parties will be to act in accordance with the theme and spirit of this enterprise agreement when holding discussions in relation to the issue of prior informal agreements.

48. Signatories

Signed on the 7th day of October 2003 for and on behalf of the Northern Co-Operative Meat Company Limited.

(Signature)

(Witness)

Signed on the 1st day of October 2003 for and on behalf of the Australasian Meat Industry Employees Union (Newcastle & Northern Branch).

(Signature)

(Witness)

APPENDIX 1

WEEKLY BASE RATES

Grade	Percentage of Grade 6 Base Rate	1.5% Wage Increase as of 16th October 2003	
		Base Rate	New Base Rate
Grade 6	100%	\$587.50	\$596.31
Grade 5	92%	\$542.50	\$550.64
Grade 4	91%	\$534.05	\$542.06
Grade 3	89%	\$525.60	\$533.48
Grade 2	85%	\$497.60	\$505.06
Grade 1 - 15 years	35.96%	\$188.00	\$190.82
Grade 1 - 16 years	48.09%	\$251.45	\$255.22
Grade 1 - 17 years	59.78%	\$312.55	\$317.24
Grade 1 - 18 years	74.27%	\$388.32	\$394.15
Grade 1 - 19 years	86.86%	\$454.12	\$460.94
Grade 11 - Further processing		\$827.50	\$839.91
Grade 10 - Further processing		\$525.60	\$533.48
New Entrant - for a new entrant, the base rate will be 4.8% per week less than the job classification being performed. The new entrant (adult or juvenile) will remain on the rate for a period of two calendar months unless the department foremen / supervisor in conjunction with the department delegate agree otherwise. Such an assessment would not occur before the expiry of one month and would form part of a joint assessment of the individuals progress and aptitude towards the fundamental skills required for the tasks allotted. The general plant probationary system and policy would remain in its current form.			
Grade 2 (Untrained labourer) - Some tasks will be permanently classified as Grade 2. For any change to occur to the task classification, it has to be reviewed and agreed upon by the company representative, union delegate, and departmental representative. If agreement is not reached, no change may occur.			

APPENDIX 2A

BONING ROOM INCENTIVE CALCULATIONS

A base rate of \$587.50 will apply i.e.: \$117.50 per day, until the pay rise of 1.5% on 16th October 2003, when it will revert to \$596.31

Adjusted Tonnage Calculation

The adjusted production tonnage will be calculated in the following manner;

The actual production tonnage will be divided by the number of boners engaged for the day/period multiplied by 52 boners (if less than 52 engaged), this will be the adjusted tonnage figure for the day/period

Normal-time Incentive Rates

Normal time is defined as production tonnage achieved inside 7.75 productive hours

A grade 6 rate of 38 cents per tonne will be paid for each adjusted tonne up to 131.82 tonne and for tonnage in excess of 131.82 a grade 6 rate of 62.7 cents per tonne will be paid.

Over-time Incentive Rates

Standard compulsory over-time - adjusted production tonnage during this period will be paid at a grade 6 rate of 54.7 cents per tonne

Saturday and Voluntary Over-time - adjusted production tonnage during this period will be paid at a grade 6 rate of 45 cents per tonne

APPENDIX 2B

PROCESSING FLOORS INCENTIVE CALCULATIONS

A base rate of \$587.50 will still apply i.e.: \$117.50 per day until the pay rise of 1.5% on 16th October 2003, when it will revert to \$596.31.

Normal-time Incentive Rates

Normal time is defined as the number of head processed inside 7.5 productive hours

Beef Floor - Full Chain

A grade 6 rate of 6.03 cents will be paid for each head up to the daily target of 787 head and for all head processed in excess of 787, a grade 6 rate of 9.74 cents per head will be paid.

Beef Floor - Indexed Chain

A grade 6 rate of 8.63 cents will be paid for each head up to the daily target of 550 head and for all head processed in excess of 550, a grade 6 rate of 14.24 cents per head will be paid.

Veal Floor - Full Chain

A grade 6 rate of 4.2 cents will be paid for each head up to the daily target of 1,130 head and for all head processed in excess of 1,130, a grade 6 rate of 6.93 cents per head will be paid.

Veal Floor - Indexed Chain

A grade 6 rate of 5.79 cents will be paid for each head up to the daily target of 820 head and for all head processed in excess of 820, a grade 6 rate of 9.55 cents per head will be paid.

Over-time Incentive Rates

Beef Floor - All head processed in over-time hours will be paid at a grade 6 rate of 9.05 cents

Veal Floor - All head processed in over-time hours will be paid at a grade 6 rate of 6.31 cents

APPENDIX 2C

FURTHER PROCESSING ROOM INCENTIVE CALCULATIONS

The 'Further Processing Incentive' scheme has been developed to reward employees for production beyond a normal day's production. The employee's benchmark deemed to be a normal days work is 100% productivity

Productive Hours Calculation

Each individual product processed by the further processing department has a unique production kilo per man-hour rate (these are established by the costing department). Production kilos for each product are totalled at the end of the shift and are divided by its unique production rate to calculate the production hours per product i.e.:

*V*O P RIB 7 RIB CAP OFF FRENCHED

300kgs Produced, divided by a production rate of 60kgs = 5 productive hours

The sums of the entire product's productive hours produced during the shift are totalled as the total productive hours for the shift.

Employee Hours Calculation

Each employee performing a further processing task is required to hand in a daily sheet detailing the total hours worked in the shift. The hours from the employee sheets are totalled as the total employee hours for the shift.

Tasks such as; carton strapping, forklift transporting and customer samples will have those hours deducted from the employee's hours total

Incentive Calculation

Grade 11 has "No Incentive"

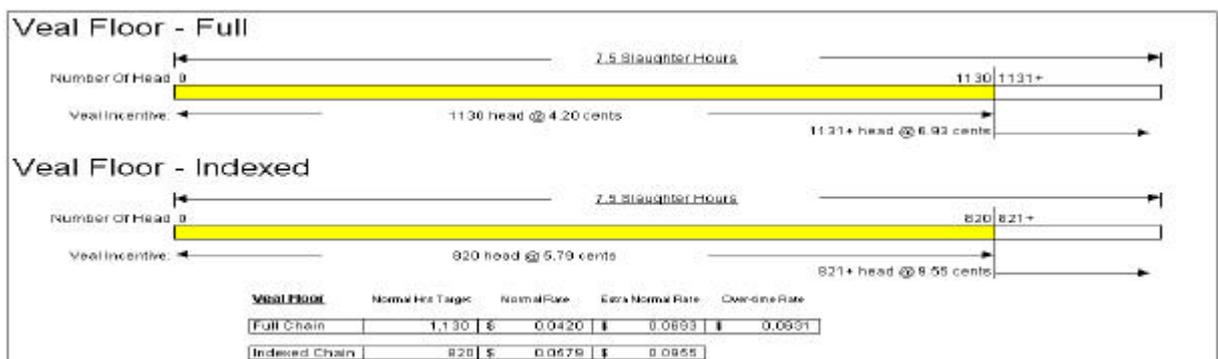
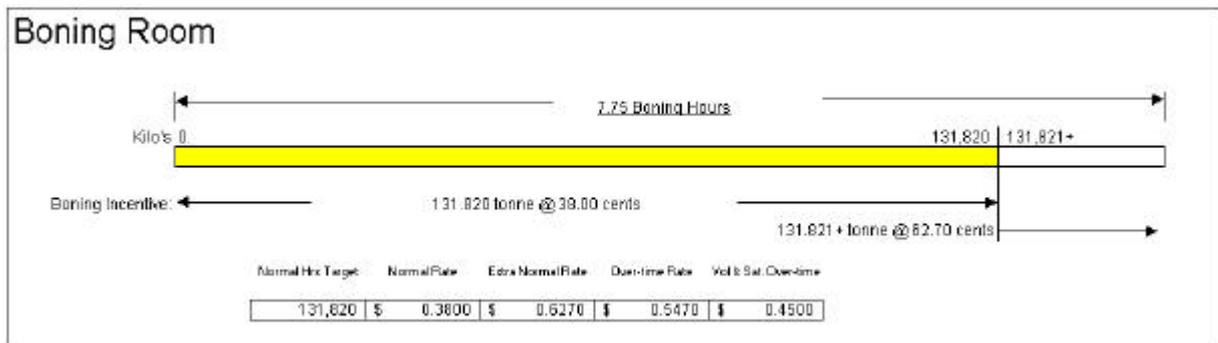
Grade 10 - The total 'Productive Hours' are divided by the 'Employee Hours' to calculate the shifts productivity level.

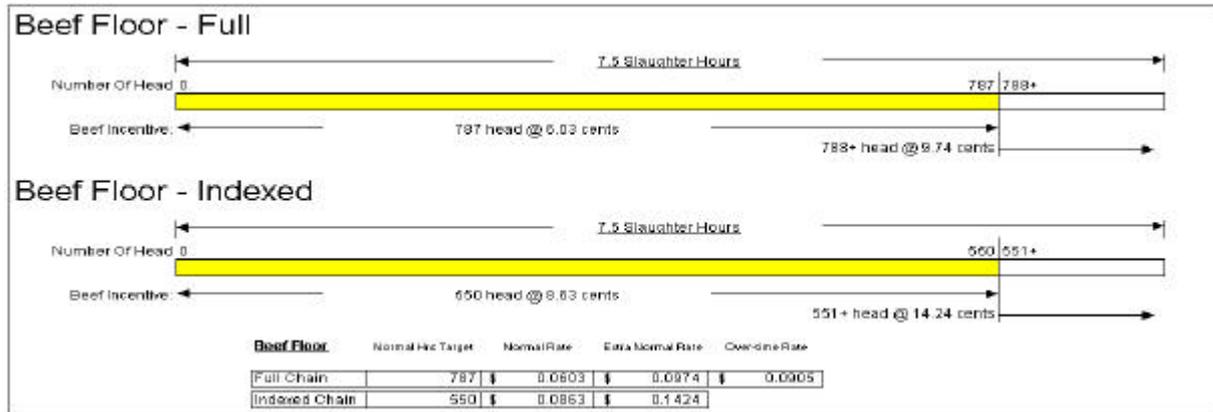
Shift productivity levels over 100% will be paid 50 cents per percentage point over 100%

APPENDIX 3

INCENTIVE SYSTEM FOR SLAUGHTERING & BONING DEPARTMENTS AND OTHER PRODUCTION RELATED AREAS

Read in conjunction with Appendix 2a & 2b





APPENDIX 4

KOREAN QUARTER BEEF INCENTIVE CALCULATIONS

When work is available the Korean Quarter Beef team will be deemed a separate gang and an incentive payment system will apply and will include an incentive free time component, consistent with the rest of the plant.

The employees classification will be Cassino Food Processor Grade 3.

Manning levels will be defined by the supervisor in consultation with the union delegate.

Starting time will be 5.30 am to 2.30 pm.

Lunch will be for 30 minutes.

In the event of limited or no work being available in this department, employees will be deployed to other departments as required in the day to day operations and be paid the relevant earnings of that department whilst engaged.

Incentive Calculation:

39% of Grade 6 = \$18.53

Estimated tonnage	20.000 metric tonne
Less incentive free	<u>6.250 metric tonne</u>
	<u>13.750 metric tonne</u>

$\$18.53 \div 13.75 \text{ metric tonne} = \1.35 per tonne.

In the event of the mix of product changing the tonnage will be reviewed by the parties.

APPENDIX 5

HOW LOST PRODUCTION TIME INCENTIVE CREDIT IS CALCULATED - Scenario Only

The following scenario's illustrated how the lost production time incentive credit is calculated;

Beef Floor	
Production Rates:-	
Full Chain - 787 divided by 450 minutes	= 1.748 bodies per/min
Indexed Chain - 550 divided by 450 minutes	= 1.222 bodies per/min

Example:-

Minutes have been lost due to a break down	30
Less the 15 minutes allowed for stoppage	<u>15</u>
= Total minutes to be credited	15

Full Chain - 15 minutes x 1.748 = 26.22 head to be credited
Indexed Chain - 15 minutes x 1.222 = 18.33 head to be credited

Veal Floor

Production Rates:-

Full Chain - 1130 divided by 450 minutes = 2.511 bodies per/min
Indexed Chain - 820 divided by 450 minutes = 1.822 bodies per/min

Example:-

Minutes have been lost due to a break down	30
Less the 15 minutes allowed for stoppage	<u>15</u>
= Total minutes to be credited	15

Full Chain - 15 minutes x 2.511 = 37.665 head to be credited
Indexed Chain - 15 minutes x 1.822 = 27.33 head to be credited

Boning Room

The lost tonnage is calculated by using the actual tonnage produced on the day divided by the actual production minutes worked. This provides a kilo rate per minute, this is then multiplied by the minutes to be credited to calculate the lost tonnage

Example:-

Boning Room tonnage produced	100,000.000
Actual production minutes worked	<u>435</u>
Actual kilo rate per minute	229.885

Minutes have been lost due to a break down	30
Less the 15 minutes allowed for stoppage	<u>15</u>
= Total minutes to be credited	15

15 minutes x 229.885 = 3,448.275 kilo's to be credited