

**ANANDA AUST PTY LIMITED THOMAS FOODS
INTERNATIONAL TAMWORTH
ENTERPRISE AGREEMENT 2015**

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The Company Enterprise Agreement 2015

1 DEFINITIONS WHICH APPLY IN THIS AGREEMENT

When you see the word(s):

- 1.1 “we”, “us”, “our”, “Company” or “Abattoir”, it means or refers to The Company
- 1.2 “you”, “your” and “Employee” means or refers to you, the Employee covered by this Agreement;
- 1.3 “Agreement” means this Enterprise Agreement 2015; and
- 1.4 “Act” means the *Fair Work Act 2009* (Cth) as amended from time to time.
- 1.5 “Breakdown” in Clause 17.4 means when production has physically stopped, the plant manager will advise and discuss with the JCC delegate
- 1.6 “Food Process Worker” means an employee performing tasks as set out in Schedule 1 and clause 12 of this agreement
- 1.7 “The Company” or “The Employer” means Ananda Aust Pty Limited.
- 1.8 “The Parties” means and refers to you, the Employees, and us the Company, together.
- 1.9 “Anniversary” means 12 months from the date the EA will operate from
- 1.10 “TFIT” means Thomas Foods International Tamworth

2 OBJECTIVES AND AIMS

- 2.1 The Company and its employees are committed to :-
 - 2.1.1 an understanding of mutual respect and co-operation and an acceptance of joint responsibilities to resolve any differences through the consultative process;
 - 2.1.2 ensure all product produced by the Employer is processed in accordance with the Company’s Quality Standards, Australian Quarantine Inspection Services (AQIS) Department of Agriculture Fisheries and Forestry DAFF Regulations/requirements Aus-Meat Standards and to the Specifications required by the respective Customers. The documents referred to in this sub-clause do not form part of the terms of this Agreement; and
 - 2.1.3 co-operate in an ongoing review of work practices and to improve the Company’s efficiency, productivity and Workplace Health and Safety record.

3 APPLICATION OF THE AGREEMENT

- 3.1 This Agreement shall apply to the Company and all Employees who are employed by the Company to perform food process work and associated tasks.
- 3.2 Notwithstanding anything else in this Agreement, any employees who have accepted managerial or supervisory responsibility as part of their role will not be covered by the terms of this Agreement. The terms and condition of employment for these employees will be as agreed with the Company.

- 3.3 Employees appointed as team leaders or leading hands will continue to be covered by this Agreement.
- 3.4 It is a condition of employment that Employees do not engage in industrial action during the prescribed nominal life of this Agreement.
- 3.5 A copy of this Agreement will be made available to all new Employees during the induction process.
- 3.6 It is a condition of this Agreement that the Parties to the Agreement undertake not to pursue any extra claims until the expiry of the Agreement except where consistent with the terms of the Agreement.

4 COMMENCEMENT AND DURATION

This Agreement shall come into operation on the date that is seven (7) days after Fair Work Commission issues a notice approving the Agreement and shall continue to, with a nominal expiry date of 23 May 2019. This Agreement will continue to apply after its nominal expiry date until such time as it is varied, replaced or terminated in accordance with the Act.

Should negotiations for a new enterprise agreement not achieve agreement prior to expiration of this Agreement, the wage and conditions of employment shall continue as at the date of expiry.

The Agreement shall be displayed by the Company in places accessible to all Employees and copies made available upon request to all Employees.

5 THE EFFECT OF THIS AGREEMENT ON YOUR EMPLOYMENT

5.1 Terms and conditions

The Agreement contains all the terms and conditions of your employment. No award or other industrial instrument will have effect and the Parties hereby exclude them unless expressly provided in this Agreement. The Act will continue to apply.

If we and a majority of Employees covered by this Agreement agree, this Agreement can be varied in accordance with the Act.

TFIT Company policies as varied from time to time will supplement the clauses in this Agreement. To the extent that there is inconsistency between TFIT Company policies and this Agreement, the Agreement will prevail. Listed as an appendix to this document is the TFIT Company induction handbook which details TFIT Company policies. TFIT Company policies do not form part of the terms of this Agreement.

5.2 Exclusion of award conditions

Whereas this clause (5) confirms that no award applies whilst this Agreement operates (other than in respect to the operation of the minimum applicable award rates of pay as per s.206 of the Act, the following award conditions are identified as being excluded and/or varied in their entirety from the employment relationship so as to record that the pay rates prescribed at Schedule 2 of this Agreement have been determined in recognition of the exclusion of these conditions:

- 5.2.1 Rest breaks;
- 5.2.2 Incentive based payments and bonuses;
- 5.2.3 Monetary allowances for:

- Expenses incurred in the course of employment; or
- Responsibilities or skills that are not taken into account in rates of pay for employees; or
- Disabilities associated with the performance of particular tasks or work in particular conditions or locations;

5.2.4 Loadings for working overtime or for shift work;

5.2.5 Penalty rates, shift allowances, hours of work; and

5.2.6 Outworker conditions.

6 BASIC RESPONSIBILITIES OF ALL EMPLOYEES

There are some fundamental responsibilities that you have to us. These are:

- 6.1 To do all work to the best of your ability, skill and competence and to our satisfaction.
- 6.2 To carry out your work at the TFI Tamworth site requested by us.
- 6.3 To comply with our or TFIT policies, practices or procedures as varied from time to time.
- 6.4 To do your best to promote, and not harm, our business, interests and reputation.
- 6.5 To not absent yourself from the workplace, without our permission. An absence from work for a continuous period exceeding three (3) working days without notification to us will be deemed prima facie evidence that you have abandoned your employment.
- 6.6 To comply with our hygiene standards at all times.
- 6.7 To comply with all of our reasonable instructions in order to protect both your own health and safety and the health and safety of other employees and that of any other person having dealings with us at the workplace.
- 6.8 To not smoke cigarettes or other tobacco or similar substances on plant (other than in designated smoking areas), which includes all property and vehicles owned by us.
- 6.9 To uphold our zero tolerance requirement regarding drugs and alcohol or any other substance which may affect your ability to work.
- 6.10 To not consume or possess un-prescribed drugs or alcohol while at work. You must inform us, prior to commencing work, if you are under the influence of drugs (prescribed or non-prescribed), alcohol or any other substance, which may affect your ability to work.
- 6.11 To submit to random drug and alcohol tests in the workplace and / or attend a doctor nominated by us for a full medical examination if requested by us and pass onto the Company the results of that test(s). The examination may also include a drug and alcohol test. This will automatically be required if you are involved in an accident or near miss in the workplace.
- 6.12 To not disclose in any way to any one outside of the Company and to keep confidential any "confidential information" you become aware of through your employment with us. "Confidential information" includes all information relating to our business or operational interests, our methodology and affairs, financial information and anything else we notify you as being confidential. Nothing in this clause precludes you from divulging information about this Agreement to any other person.

7 EMPLOYEE CLASSIFICATION, WORK ALLOCATION, PROBATIONARY/ QUALIFYING PERIOD

- 7.1 Employees are classified as a 'Food Process Worker' and, subject to your qualifications, experience and fitness; you will be required to perform the tasks as detailed in Schedule 1 and clause 12 of this Agreement. This Agreement will also govern your employment should you choose to accept general labouring maintenance duties from time to time.
- 7.2 The specific allocation of tasks, combinations of tasks and/or components of tasks will be at our direction considering operational requirements. You will be paid at the appropriate rate for the specific classification that you are required to perform on any given day.
- 7.3 Upon commencement new employees covered by this Agreement will be subject to a probationary period of six (6) calendar months. The purpose of the probationary period is to determine your suitability to the position and to the work culture in the Company. During the probationary period, we may terminate your employment for any lawful reason without any further liability upon one (1) week's notice or pay in lieu.

8 TEAM CONSULTATION

We will be in regular communication with your Supervisor regarding all matters concerning your team's day-to-day work, operation and performance. In turn, your Supervisor will be in regular communication with you and we expect that you will use this opportunity to constructively raise matters to help the team's performance.

In accordance with the requirements of s.205(2) of the Act, the model Consultation Term is taken to be a term of this clause in this Agreement. Clause 8 and 9 of the Agreement are to be read in conjunction with the model consultation clause in circumstances involving major workplace changes.

9 JOINT CONSULTATIVE & WHS COMMITTEES

We will establish and maintain procedures for consultation in the workplace between our employees and us. As part of this process, we will examine ways to improve Workplace Health and Safety at the workplace and review Company operational issues, procedures and policies.

10 RESOLVING WORKPLACE DISPUTES

This dispute resolution procedure is implemented to address any disputes, disagreements and all issues that relate to this Agreement and your working relationship with the Company. You and we will follow this procedure to resolve workplace concerns or disputes.

10.1 Process to be followed

- STEP 1: Any question, dispute or difficulty (hereafter called the "dispute"), shall be brought to the immediate attention of the supervisor on duty in the relevant section of the Company in an effort to settle the matter. Employees may be represented by another employee of their choice or, if requested, their union official.
- STEP 2: If the dispute remains unresolved after such preliminary discussion, the matter shall be referred to the next senior supervisory Employee in charge at the earliest occasion.
- STEP 3: If the dispute is not resolved after following Steps 1 and 2, the matter will be referred at least orally, but where practicable in writing, to the Plant Manager or to his/her nominee who will confer with the Employee and/or their elected representative, as per step 2, in an effort to settle the dispute.

At this stage, if the matter remains unresolved, attempts shall be made to agree on interim measures which can be used to mitigate the effects of the dispute until such time as Steps 4 and/or 5 can be followed.

STEP 4: If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission by either party for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration.

It is a term of this Agreement that while the dispute resolution procedure is being conducted, work shall continue normally unless an Employee has a genuine concern about an imminent risk to his or her health or safety.

The decision of the Fair Work Commission will bind the Parties, subject to either Party exercising a right of appeal against the decision to a Full Bench.

STEP 5: At all times, you have the right to directly approach the Consultative Committee members or the Plant Manager of the Company to address a problem.

STEP 6: It is a condition of this procedure and the Act, that no unprotected industrial action (as prescribed by the Act) of any kind shall occur during the prescribed nominal life of this Agreement.

STEP 7: The Employee and the Plant Management agree to abide by the terms and conditions of this Agreement, and all time lost for Employee meetings called by Employees shall be made up.

STEP 8: In the event of any alleged serious safety or unsafe working condition additional to normal and accepted work practices at the Plant, the Management shall immediately investigate any such allegation in consultation with Chairperson of the Safety Committee to confer on any alleged safety issue.

This clause of this Agreement will be applied to disputes about any matter arising under the Agreement and in relation to the National Employment Standards (NES). Further, nothing in this clause will prevent a matter being referred to the Fair Work Commission in the event of an unresolved dispute after following the above process.

11 OUR MUTUAL OBLIGATIONS TO TRAINING

11.1 Training is an important and integral part of our ongoing relationship with you. Training Agreements if applicable are to be signed within three (3) months of commencement of employment. Training is to be for Certificate II in Meat Processing (Abattoirs) or/ followed by Certificate III in Meat Processing in a selected stream.

11.2 You may be required to undertake training to ensure you have all the skill and competencies needed to perform all of the tasks required of a Food Process Worker.

11.3 The training provided will be via a Traineeship in accordance with Certificate II and III of the National Meat Industry Training Advisory Council (MINTRAC) Standards. Supervisors and Training Officers will assess the skill levels of the workforce to determine training needs. Employees will be assessed as competent to company standards before promotion to any other level can occur. Advancement is conditional upon commencement of the formal training process pursuant to this clause and in accordance with Schedule 1 of this Agreement.

Trainees will receive instruction in all modules of the course by recognised instructors and will be assessed by qualified workplace assessors.

Employees who are undertaking the traineeship will be requested to perform tasks at chain or production speed when they have received appropriate training and have been recognised by their Supervisors and/ or Training Officers to be capable of performing tasks safely and to within acceptable quality requirements.

Trainees who are not complying with the requirements of the traineeship or who have consistently poor work performance appraisals will be counselled and given support and opportunity to complete the course successfully. At the end of the traineeship period the trainee will be reviewed, and if work performance, attendance and workplace behaviour during the traineeship have been satisfactory and positions are available, they will be offered employment at the appropriate Classification as defined in Schedule 1.

- 11.4 Provided that we have consulted with you and you agree, some training may be undertaken in your own time on a non-paid basis.
- 11.5 We will meet the costs of all training required by us.
- 11.6 You may be required to assist other team members to develop work skills and procedures as and when required by us.
- 11.7 Promotion will be determined by an employee's attitude, work performance, skill, length of service and suitability. Prior to being promoted to a new position within the Company, you may be asked to attend a medical examination.

12 CATEGORIES OF EMPLOYMENT, ALLOWANCES

12.1 Casual Employee

- 12.1.1 This means that you are not a permanent Employee.
- 12.1.2 You are engaged and paid by the hour at the applicable production rate of pay shown in Schedule 2, plus a 25% loading.
- 12.1.3 You are not entitled to paid leave, notice of termination or redundancy pay.
- 12.1.4 As a casual, work done at overtime rates will attract the applicable penalty for the time worked. Therefore, for example, if you work at a time when a 50% penalty is payable, you will be paid that penalty and the appropriate base classification rate. We will not be paying the casual loading in 12.1.2 of this agreement.

12.2 Full-Time Permanent Employee

- 12.2.1 This means that you are engaged by the week and work an average of 40 (rostered) production hours per week, plus reasonable additional hours. You agree this is reasonable. The weekly rates set out in this Agreement have been calculated on the basis of 38 ordinary (non-overtime) hours per week, plus an additional two (2) hours per week which have been calculated at time and a half (150%). These amounts have then been added together to obtain the weekly rates.
- 12.2.2 You are entitled to all of the provisions of this Agreement for permanent employees.

12.3 Part-Time Permanent Employee

A part-time Employee is an Employee ordinarily engaged to work on average for less than 40 production hours per week. All entitlements accrue pro-rata.

12.4 Entry Level Employee

An Employee at this level will be a person with no experience in the meat industry undergoing on the job training. This level applies to Employees new to the Company after commencement of the operation of this Agreement.

12.5 Junior Rates

Junior Employees shall be paid the following proportion of the appropriate rate for their classification under this Agreement

- Under 18 years 65%
- 18 to 19 years 80%
- 19 to 20 years 90%
- 20 years and over 100%

A junior who performs competently at Levels 1 & 2 shall be paid the appropriate adult rate.

12.6 Allowances

In addition to the rates otherwise set out in this Agreement the following allowances will be paid.

- First Aid Allowance

An allowance of \$2.50/ day will be paid to an appropriately qualified Employee, who acts in lieu of and performs the duties of a full-time Occupational First Aid Officer or Occupational Health Nurse as directed by the Company.

12.7 Tutor/ Leading hand remuneration

Throughout each processing department there **may be** requirements to appoint both leading hands and tutors to assist the supervisory team in meeting the operational and training requirements across the plant.

Upon successful completion of an agreed trial period- "new appointees" will be remunerated commensurate with the degree of responsibility that they are assigned.

13 OUR MUTUAL FLEXIBILITY TOWARDS HOURS OF WORK

In response to operational fluctuations, we reserve the right under this Agreement to introduce or vary, with one (1) week's notice, one of the following four (4) working arrangement options. You agree that these hours are reasonable in the four (4) options below. Average weekly hours will be averaged over each six (6) month period.

13.1 Option 1 - Production Day Work

13.1.1 Your production hours will be up to eight (8) rostered hours per day.

13.1.2 You will be scheduled to work your production hours between the hours of 4.00am and 8.00pm on Monday to Friday.

13.1.3 You may be required to work an extra production hour per day as directed by us, with the remuneration paid on a time and 0.5 basis (150%)

13.1.4 You may volunteer to work a Saturday as an extra production day in response to peak production periods, with remuneration being paid on the basis of time and 0.5 (150%) for the first six (6) hours and double time (200%) thereafter.

13.1.5 Your Supervisor will advise you of extra production days with two (2) days notice and extra production hours on a day-to-day basis.

13.1.6 Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an Employee prior to the spread of hours, which is

continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work may, at the employer's discretion, be regarded as part of the ordinary hours of work.

OR

13.2 **Option 2 - Production 6 or 7 Day Work**

- 13.2.1 Your production hours will be either up to eight (8) rostered hours per day per five (5) day production cycle or up to ten (10) hours per day per four (4) day production cycle.
- 13.2.2 You will be scheduled to work your production hours between the hours of 4.00am and 8.00pm on any day Monday to Sunday inclusive.
- 13.2.3 You will be scheduled to work either five (5) production days over the seven (7) day production cycle with the remaining two (2) days taken as rest days or four (4) production days over the seven (7) day production cycle with a rostered day off and with the remaining two (2) days taken as rest days.
- 13.2.4 You may be required to work an extra production hour per day eight (8) hour days or an extra production half hour ten (10) hour days, as directed by us, with the remuneration paid on a time and 0.5 basis (150%).
- 13.2.5 You may volunteer to work an extra production day in response to peak production periods, with remuneration being paid on the basis of time and 0.5 (150%) for the first six (6) hours and double time (200%) thereafter.
- 13.2.6 Your Supervisor will advise you of extra production days with two (2) days notice and extra production hours on a day-to-day basis.
- 13.2.7 Any work performed outside the spread of hours is to be paid for at overtime rates, unless the employee voluntarily requests to work their Rostered Day Off (5th day) in which case remuneration is paid on a time and .33 basis (130%). However, any work performed by an Employee prior to the spread of hours, which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work may, at the employer's discretion, be regarded as part of the ordinary hours of work.
- 13.2.8 All extra production day shifts will be manned in the first instance voluntarily. If the shift is unable to be fully manned voluntarily Management will then fill the remaining requirements of the shift in a fair manner with the skill levels required in consultation with the employees who may be required to work.

OR

13.3 Option 3 - Production Afternoon Shift

- 13.3.1 Your production hours will be up to eight (8) rostered hours per shift.
- 13.3.2 You will be scheduled to work your production hours between the hours of 2.00pm and 2.00am on Monday to Friday. Any shift finishing their ordinary hour shift after 2.00am will be deemed to be night shift and will be paid the night shift loading component..
- 13.3.3 Afternoon shift will receive a loading component of 15% in your hourly rate of pay as set out in Schedule 2 for all hours worked.
- 13.3.4 Night shift will receive a loading component of 25% in your hourly rate of pay as set out in Schedule 2 for all hours worked.
- 13.3.5 You may be required to work an extra production hour per shift as directed by us, with the remuneration paid on a time and 0.5 basis (150%).
- 13.3.6 You may volunteer to work a Saturday as an extra production day in response to peak production periods, with remuneration being paid on the basis of time and 0.5 (150%) for the first six (6) hours and double time (200%) thereafter.
- 13.3.7 Your Supervisor will advise you of extra production days with two (2) days notice and extra production hours on a day-to-day basis.
- 13.3.8 Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an Employee prior to the spread of hours, which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work may, at the employer's discretion, be regarded as part of the ordinary hours of work.

OR

13.4 Option 4 - Production 10 Hour Days

- 13.4.1 Your production hours will be up to ten (10) hours per day per four (4) day production cycle.
- 13.4.2 You will be scheduled to work your production hours between the hours of 4.00am and 8.00pm on any day Monday to Friday inclusive.
- 13.4.3 You may be required to work an extra production half hour per day as directed by us, with the remuneration paid on a time and 0.5 basis (150%).
- 13.4.4 You may volunteer to work a Saturday as an extra production day in response to peak production periods, with remuneration being paid on the basis of time and 0.5 (150%) for the first six (6) hours and double time (200%) thereafter.
- 13.4.5 Your Supervisor will advise you of extra production days with two (2) days notice and extra production hours on a day-to-day basis.
- 13.4.6 Any work performed outside the spread of hours is to be paid for at overtime rates, unless the employee voluntarily requests to work their Rostered Day Off (5th day) in which case remuneration is paid on a time and .33 basis (130%). However, any work performed by an Employee prior to the spread of hours, which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work may, at the employer's discretion, be regarded as part of the ordinary hours of work.

14 PRODUCTION SHIFTS

On the occasion of single shift operations both Parties agree to review working hours to allow for opportunities to achieve maximum production targets. Such working arrangements may include but are not limited to:

- 10 hour shift rosters
- 5 day options
- 6 day options
- 7 day options

The above flexible arrangements will be determined by stock availability and the Company's desire to retain Employees for future double shift requirements.

15 MEAL BREAKS

15.1 You are entitled to an unpaid meal break of not less than 30 minutes and not more than one (1) hour provided that you work at least five (5) hours on any one (1) day or shift. The time and duration of meal breaks can be varied by agreement considering personal and operational requirements.

15.2 The time and duration of other unpaid breaks (rest breaks) will be at our discretion considering operational requirements.

16 SUPERANNUATION

16.1 We will contribute superannuation on your behalf to any approved superannuation fund that can accommodate electronic funds transfer (EFT). The default fund will be the AMIST fund, or such other fund as nominated by us in accordance with the rates prescribed by federal superannuation legislation as prevailing from time to time.

16.2 Employee (non-employer) contributions are available after six (6) months from commencement. Upon application and with our consent, Employees may elect to "salary sacrifice" part of their wages into superannuation.

17 STAND-DOWN OF EMPLOYEE

17.1 This clause is to be read in conjunction with appendix A. The Company has the right not to remunerate employees for any day or part of a day on which they cannot be usefully employed because of:

- any strike in the meat industry;
- any stoppage of work in the meat industry by any cause for the which the Company cannot reasonably be held responsible;
- any strike other than in the meat industry;
- the breakdown of machinery for which the company cannot be held reasonably responsible; or
- any disruption to essential services;
- shortage of stock.

17.2 Disruption to essential services includes but is not limited to:

- disruptions to electricity supply;

- disruptions to water supply; and

any disruption to production arising from an inspection conducted by the Department of Agriculture Fisheries and Forestry DAFF

17.3 For the purpose of the selection of employee process, the criteria will include length of service of the employees affected followed by skills and suitability and disciplinary record of the employees. If the employer wishes to stand down any employee for a reason other than length of service, they shall inform the employee of this decision and provide reasons for this decision. Casual employees will be stood down before full-time employees except in cases where casuals are performing tasks that cannot be performed to company standards by any daily hire employee.

If the employee objects to this decision, they can do so via the disputes procedure as seen in clause 10 of this agreement.

17.4 **Waiting time**

In the event of a machinery breakdown (see definitions) occurring, and employees are required to hold themselves in readiness to recommence work, such waiting time shall be treated as unpaid work for the first 15 minutes (the maximum for any single shift). However, payment will recommence after the first 15 minutes until the company advises the employees that due to the breakdown no further work is possible.

17.5 **Shortage of Stock**

The Company has the right to stand down employees without pay for any day or part day on which you cannot be usefully employed because, in the opinion of the Company, there is a shortage of stock. This includes reasons due to the unaffordability of stock.

18 **REMUNERATION**

18.1 You will be remunerated in accordance with the level of task performed on any given day as set out in Schedule 1 & 2 and clause 12 & 13 of his Agreement.

18.2 Your Supervisor will be responsible for allocating you to the task to be performed.

18.3 You will commence each day's work at the task you finished on the previous day unless directed otherwise by your Supervisor or the room roster.

18.4 The increase as set out in Schedule 2 will be the annual increase pursuant to this Agreement unless Fair Work Australia increases causes the pay rate listed in Schedule 2 to fall beneath the minimum rate determined by it pursuant to s.206 of the Act. Should this occur, the rates would be revised to match the Fair Work Commission ruling, as calculated to include the over award offset components to the rates of pay as prescribed in this Agreement.

19 **PAYMENT OF WAGES**

Payment of wages will be by electronic transfer on a **weekly** basis (in arrears), into a maximum of two (2) recognised financial institution bank accounts nominated by you. The pay period is **Monday to Sunday, seven (7) days** thereafter.

LEAVE ENTITLEMENTS

20 ANNUAL LEAVE

- 20.1 Employees other than casuals shall be entitled to 20 paid days (160 hours) of Annual Leave per year (pro-rata for part-time Employees).
- 20.2 Annual Leave is cumulative.
- 20.3 Annual leave loading will be paid at the rate of 17.5% at the appropriate classification rate of pay for the Employee at the time of taking annual leave.
- 20.4 Every 12 months, you may apply in writing to cash out any annual leave that has exceeded a minimum balance of 4 weeks (20 days).
- 20.5 We may direct you to take your Annual Leave, or part thereof, if Thomas Foods International Tamworth shut down the Abattoir, or any part of the Abattoir, and you have Annual Leave credited to you.
- 20.6 You may be directed by us to take a portion of your Annual Leave entitlement where you have accrued up to two year's worth of leave in accordance with the Act.
- 20.7 Annual Leave is otherwise to be taken by you at times agreed with us.
- 20.8 Annual leave will apply to payment on termination for completed months of service.

21 COMMUNITY SERVICE LEAVE

- 21.1 An Employee who engages in a community service activity as prescribed for in the National Employment Standards (such as jury duty or volunteer emergency service) will be entitled to approved leave for: the period of time they are engaged in the activity, reasonable travelling time associated with the activity and reasonable rest time immediately following the activity. If agreed and requested by the Employee in writing, unpaid leave for the purpose of volunteer emergency service can be paid from accrued paid Annual Leave entitlements.
- 21.2 A volunteer emergency service includes: fire-fighting, ambulance, civil defence or rescue service. An Employee must be a voluntary member of the service and provide evidence that would satisfy a reasonable person of their engagement in emergency activities.
- 21.3 In the case of Jury Duty, an Employee other than a casual is entitled to paid leave for the first ten (10) days of such service providing satisfactory proof is furnished to the employer. Payment in these circumstances shall be the difference between what the Court pays and what would have reasonable been earned had the Employee been at work.

22 PERSONAL/CARER'S LEAVE (SICK AND CARER'S)

- 22.1 Employees other than casuals will be entitled to ten (10) paid days (80 hours) of Personal/Carer's Leave per year (pro-rata for part time Employees).
- 22.2 You will be entitled to use your entitlement to Personal/Carer's Leave in the following circumstances:
- Where you are suffering from a personal illness or injury; and/or

- Where you need to provide care or support to an immediate family or household member due to a personal illness or injury affecting the member, or an unexpected emergency affecting the member.
- 22.3 Personal/Carer's Leave is cumulative and any remaining balance will be paid out upon resignation but is not payable upon termination.
- 22.4 You can make a request in writing to cash out that part of your Personal/Carer's leave that has exceeded a minimum balance of 15 days. In no circumstances will a pay out of Personal/Carer's leave be permitted except where it is allowable in the Act.
- 22.5 In order to receive payment for absence of two (2) or more days taken as Personal/Carer's leave, you must provide us with a medical certificate from a legally qualified medical practitioner or a statutory declaration sworn by you to our satisfaction which confirms your reason for taking Personal/Carer's Leave. Where you do not produce satisfactory evidence, we reserve the right to withhold payment for your absence. Exceptions to this clause include but are not limited to the following:
- An Employee will be required to provide a medical certificate or statutory declaration for one (1) day of absence where it is deemed that the Employee has a history of excessive absenteeism.
 - An Employee will be required to provide a medical certificate or statutory declaration for one (1) day of absence when the Employee has no accrual of Personal/Carer's Leave available.
- 22.6 An Employee must provide a doctors certificate in order to be paid for Personal/Carer's Leave that occurs on the day before or after a Public Holiday or Annual leave.
- 22.7 In accordance with the provisions of the Act, Employees are entitled to take up to two (2) days of unpaid carer's leave. Such unpaid carer's leave is available on each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of the personal illness or injury or because of an unexpected emergency affecting that person. This entitlement to unpaid carer's leave is subject to a number of notice requirements that are set out in the Act including providing proof to substantiate the need to take carer's leave if so requested.
- 22.8 Unpaid carer's leave can be taken in a single unbroken period of two (2) days, or alternatively, it can be taken in any separate periods agreed on by the Company and the Employee.
- 22.9 Unpaid carer's leave is not available if the Employee has an entitlement to paid personal leave.

23 PARENTAL LEAVE

All Employees (including eligible casual employees) will be entitled to parental leave in accordance with the relevant provisions of the Act and National Employment Standards. Parental leave encompasses up to 52 weeks of unpaid maternity leave, paternity leave and adoption leave. The Company will provide information regarding parental leave entitlements upon request from any eligible Employees who require it. An additional 52 weeks of unpaid parental leave may be applied for and taken in accordance with the National Employment Standards

24 SHUT DOWN

During periods of shut down, you may be instructed to not report for duties during which you will not be entitled to remuneration in the terms provided in Schedule 2 of this Agreement. However, during periods of shut down, you may be required to access Annual Leave entitlements.

25 COMPASSIONATE LEAVE

25.1 An Employee shall be entitled to a period of two (2) day's compassionate leave for each occasion when a member of the Employee's immediate family or a member of the Employee's household:

25.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or

25.1.2 sustains a personal injury that poses a serious threat to his or her life; or

25.1.3 dies.

25.2 The employee is required to supply to the employer any evidence that the employer reasonably requires of the illness, injury or death.

25.4 Compassionate leave will be paid at base rate.

25.5 In the case of casual Employees such leave is unpaid.

NB A member of the immediate family includes a wife, husband, partner, father, mother, child, step child, brother, sister, mother in law, father in law, or grandparents

For the purpose of this clause, the words 'wife', 'husband' and 'partner' shall not include a wife, husband or partner from whom the Employee is separated, but shall include a person who lives with the Employee as a de facto wife, husband or partner (including same sex relationships)

26 PUBLIC HOLIDAYS

26.1 Employees, other than casuals, who are not required to work on a public holiday, are entitled to paid public holidays as prescribed in the Act. Such Employees will be paid the wages for the classification in which they were employed on the working day prior to the public holiday.

26.2 The plant may operate upon management's request on Labour Day and the Queen's Birthday. If you are required to work on any of the above public holidays, you will be paid 250% of the production hourly rate of pay, that is, the day plus a 150% loading for all hours worked. If asked, you must agree it is reasonable for you to work on the public holidays listed above where the Company's operations require work to be performed on those public holidays other than in cases where reasonable grounds for refusal exist.

If a public holiday occurs, and if business considerations require it, the Company has the right to nominate that the observance of the public holiday for the purposes of this Clause will be transferred from the actual date of the public holiday to an alternative date as a substitute to the public holiday. The Company will not unreasonably transfer the observance of any public holiday unless mutually agreed with its Employees.

27 LONG SERVICE LEAVE

All Employees, shall be entitled to long service leave in accordance with the NSW LSL Act 1955.

28 SUSPENSION

At the Company's sole discretion and notwithstanding the provisions of Clause 27, on disciplinary grounds we may suspend you with pay for any personal performance or behaviour that is not in keeping with the Company's expectations and requirements.

29 TERMINATION NOTICE (EMPLOYER)

29.1 If you are an Employee, other than a casual Employee, you are entitled to notice or payment in lieu of notice based on your years of completed service with us as follows;

<i>Years of Continuous Service</i>	<i>Notice</i>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

29.2 In addition to the above notice, you will receive an extra week if you are over 45 years of age and have at least two (2) years continuous employment with us at the time that notice is given.

You are not entitled to notice, or payment in lieu thereof, if we summarily dismiss you for conduct that would justify instant dismissal at common law.

30 TERMINATION NOTICE (EMPLOYEE)

You must give us notice if you decide to terminate your employment based on your completed years of service as follows:

<i>Years of Continuous Service</i>	<i>Notice</i>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If you fail to provide sufficient notice we are entitled to deduct from your termination pay the monetary equivalent of the notice which you have failed to give us or work.

31 RETURN OF COMPANY PROPERTY AND OUTSTANDING MONIES

Upon cessation or termination of employment for any reason you must return immediately all property belonging to us (e.g. protective clothing, equipment and tools). In instances where outstanding equipment is not returned, the financial value of the unreturned items will be deducted from the final payment of moneys made to you by us that is lawfully allowable. Similarly, any other outstanding monies owed by you to us will be deducted from the final payment of monies made to you that is lawfully allowable.

32 REDUNDANCY

If you are a permanent Employee and your employment is terminated with us because we no longer require the job you have been performing to be performed by anyone, you will receive, in addition to the notice provided by this Agreement, the following amount of severance pay:

Less than 1 year	Nil
1 but less than 2 years	4 weeks pay
2 but less than 3 years	6 weeks pay
3 but less than 4 years	7 weeks pay
4 but less than 5 years	8 weeks pay
5 but less than 6 years	10 weeks pay
6 but less than 7 years	11 weeks pay
7 but less than 8 years	13 weeks pay
8 but less than 9 years	14 weeks pay
9 but less than 10 years	16 weeks pay
10 years or more	12 weeks

You will not be entitled to redundancy pay if you are offered alternative employment on substantially similar terms.

If, during the life of this Agreement, a different statutory right to severance pay is incorporated into the applicable Act, the new statutory right will replace this provision.

33 WORKPLACE FLEXIBILITY

An employer and Employee covered by this Agreement may upon mutual agreement make an individual flexibility arrangement to vary the effect of terms of the Agreement if and when special circumstances arise pursuant to the Act and the NES. In this respect, and in accordance with the requirements of s.202(4) of the Act, the Model Flexibility Term is taken to be a term of this clause in this Agreement.

34 ATTENDANCE BONUS

The Company will pay an attendance bonus of \$12.50 per week to all eligible full-time employees. An eligible employee is an employee who during a Company budget month has not been absent for any operational plant day or operational plant part day for any reason other than:

- (i) Paid Annual Leave
- (ii) Paid Long Service Leave
- (iii) Approved unpaid leave

All full-time employees eligible for the attendance bonus will be paid it monthly in week 1 of the following month of the Company monthly budget.

Please be aware if any employee is seen to be abusing the attendance bonus system and/or the Personal Carers Leave provisions of this agreement, they will be counselled and their attendance bonus may be in jeopardy. This will be monitored by the Management Team and removal of the employee's attendance bonus for the remainder of the calendar year will be at the discretion of the Plant Manager.

35 SIGNATORY SECTION

**SIGNED FOR
AND ON BEHALF
of
The Company
Pty Ltd**

Signed :.....
Name :.....
Position :.....
Address :.....
.....
Dated : / /

in the presence of:

Signed :.....
Name :.....
Address :.....
.....
Dated : / /

**SIGNED FOR
AND ON BEHALF
of
The
Employees**

*Signed :.....
Print Name :.....
Address :.....
Suburb :.....
Post Code :.....
Authority to sign:.....
Dated : / /

in the presence of:

Signed :.....
Print Name :.....
Address :.....
.....
Dated : / /

in the presence of:

Signed :.....
Print Name :.....
Address :.....
.....
Dated : / /

Appendix A FOOD PROCESS WORKER THE COMPANY EA 2015

Without Prejudice “Undertakings” in relation to Clause 17.4 of the Company Enterprise Agreement

The following is to be read in conjunction with clause 17.4 of the Company Enterprise Agreement as an undertaking:

The waiting time clause will be used fairly and only for genuine reason as defined in the clause.

The waiting time clause will operate on the basis that should the same piece of equipment breakdown twice or more in the same day or next because of the same fault then the second or subsequent occurrences will not count as lost time for the purpose of a stand down/waiting time.

Further, the employer will be flexible with the taking of breaks to negate the impact of a stand down/waiting time, as appropriate to operational requirements.

Eg:

1. The Band Saw breaks down and halts production on the boning room floor for 30minutes, the first 15minutes of this waiting time would be unpaid, the second 15minutes of this waiting time would be paid.
2. If the same band saw broke down again the next day for 20minutes this would all be paid waiting time.

Schedule 1 FOOD PROCESS WORKER CLASSIFICATIONS

Lamb Boning Room		
Level	Tasks	Comments
1	Sawyer, Permanent member of saw team (competent in all sawing tasks)	Learner sawyer to be paid existing rate until competent. In case where yields are less than standard, sawyer will be paid level 2
2	Boners Shoulder/Legs/Loins/Racks	Boners to be passed as competent in all tasks
3	Bone shoulder/ Boner racks, Bone loins/ Bone Legs, Slicers, General trimming tasks	Competent in some but not all boning tasks. All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
4	Pre trim, Frenchers, Loin trimmer, Primal & trimmers, knife duties, Rotary operator, Cryovac checker, Scale operators	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: Product packers, Cryovac pack off, Carton room operators, Floor person, Chiller pusher, General labouring tasks	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
6	Entry level Employee	

Lamb Slaughter Floor		
Level	Tasks	Comments
1	Not Applicable	
2	Air knife–neck clear, Brisket opening, Leggers, Sock dropper, Manual pelt removal (punch), Bung open, Bung drop, Gut removal, Pluck removal, Senior chiller officer	
3	Stunner, Shackle, Skin split, Tongue removal, Scale operator/Fat score	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
4	Tongue trimmer packer (1 operator), Cheeker, Rodder, (Prepare for punching arms), Punching arms, Retain trimmer, Neck & brisket trimmer, Pizzal clip, Wool trim after puller, Stick wound trim, Tail trimmer, Trim rail operators, ZT Checker, Kidney popper, Runner/Paunch separation, Offal separation	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: Wide to narrow, Chiller loading, Tongue trim/Packer (2 operators), NLIS operator, Hock cutter, Shoulder puller operator, Brisket puller operator, Floor person, Tail removal, Bung plug, Head cutter – manual, Spreader/Dentition, Vac san operator manual, Slide & Gambrels, Hook room, Stamper, Sweet bread, Kidney fat removal, Fat score only	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
6	Entry level Employee	

Skin Shed		
Level	Tasks	Comments
1	Not Applicable	
2	Skin classer	
3	Load and unload mixers, Sock cutters (fully competent in all tasks), Skin pressers, Salters	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
4	Knifehands	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: Throw out skins	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
6	Entry level Employee	

Rendering/ By-Products/Daff Operators/Yard		
Level	Tasks	Comments
1	Not applicable	
2	Qualified permanent cooker operator, (Blood cooker, Meat/Tallow cooker, Load trucks and clean)	
3		All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
4	Learner cooker operator (Unqualified), Daff operators, Yard person	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: Waste collection, Groundsman	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
6	Entry level Employee	

Cold store/Loadout		
Level	Tasks	Comments
1	Not Applicable	
2	Team leader afternoon shift	
3	Product specification officer, Senior carcass officer, Hi-Lift driver	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
4	Forklift driver-Chiller & Frozen, Pallet scanner, Carcass loader	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: General loading task, Container loading, Carton marshalling & sortation, Strapper operators, Product reworks, Documentation clerk	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
6	Entry level Employee	

Stockyards		
Level	Tasks	Comments
1	Not Applicable	
2	Not Applicable	
3	Stock Receival, Livestock Documentation, Condemned hide recovery	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
4	Not Applicable	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: Directing stock to kill race and cattle wash.	All Employees on level 4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
6	Entry level Employee	

Lamb Offal		
Level	Tasks	Comments
1	Not applicable	
2	Not applicable	
3	Not applicable	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
4	Scale operator, Runner hang (2 operators), Paunch trimmer, Offal/Runner/Tripe/Weigh & Label	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
5	General labouring tasks including but not limited to: Offal washer, Offal packer, Runner hang (3 operator), Paunch hang, Paunch washer (dirty paunchs), Paunch cooker, Tripe packer, carton strap/load freezer	All Employees on level 3,4 & 5 that are required to learn tasks that are remunerated at a higher level must first be assessed and deemed competent in writing by the supervisor before advancement can occur.
6	Entry level Employee	

Schedule 2 PAY RATES TABLE

Schedule 2 PAY RATES TABLE								
Day Shift	Hourly rate	Overtime x	Afternoon Shift	Hourly rate	Overtime x	Night Shift	Hourly rate	Overtime x
	\$ Per Hour	150%		\$ Per Hour	\$ Per Hour		\$ Per Hour	\$ Per Hour
Level 1	28.55	42.83	Year 1 Anniversary	32.83	42.83	Year 1 Anniversary	35.69	42.83
Year 1 Anniversary	29.38	44.07	Year 2 Anniversary	33.79	44.07	Year 2 Anniversary	36.73	44.07
Year 2 Anniversary	30.21	45.32	Year 3 Anniversary	34.75	45.32	Year 3 Anniversary	37.77	45.32
Level 2	25.78	38.67	Year 1 Anniversary	29.65	38.67	Year 1 Anniversary	32.22	38.67
Year 1 Anniversary	26.53	39.79	Year 2 Anniversary	30.51	39.79	Year 2 Anniversary	33.16	39.79
Year 2 Anniversary	27.28	40.92	Year 3 Anniversary	31.37	40.92	Year 3 Anniversary	34.10	40.92
Level 3	22.23	33.35	Year 1 Anniversary	25.57	33.35	Year 1 Anniversary	27.79	33.35
Year 1 Anniversary	22.88	34.32	Year 2 Anniversary	26.31	34.32	Year 2 Anniversary	28.60	34.32
Year 2 Anniversary	23.53	35.29	Year 3 Anniversary	27.06	35.29	Year 3 Anniversary	29.41	35.29
Level 4	20.50	30.75	Year 1 Anniversary	23.58	30.75	Year 1 Anniversary	25.63	30.75
Year 1 Anniversary	21.10	31.65	Year 2 Anniversary	24.26	31.65	Year 2 Anniversary	26.37	31.65
Year 2 Anniversary	21.70	32.54	Year 3 Anniversary	24.95	32.54	Year 3 Anniversary	27.12	32.54
Level 5	18.44	27.65	Year 1 Anniversary	21.20	27.65	Year 1 Anniversary	23.04	27.65
Year 1 Anniversary	18.97	28.46	Year 2 Anniversary	21.82	28.46	Year 2 Anniversary	23.72	28.46
Year 2 Anniversary	19.51	29.26	Year 3 Anniversary	22.44	29.26	Year 3 Anniversary	24.39	29.26
Level 6 (Entry level)	17.58	26.37	Year 1 Anniversary	20.22	26.37	Year 1 Anniversary	21.98	26.37
Year 1 Anniversary	18.09	27.14	Year 2 Anniversary	20.81	27.14	Year 2 Anniversary	22.62	27.14
Year 2 Anniversary	18.61	27.91	Year 3 Anniversary	21.40	27.91	Year 3 Anniversary	23.26	27.91