Application for approval of an enterprise agreement known as The Hunter Valley Quality Meats Primo Australia Scone Abattoir Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as The Hunter Valley Quality Meats Primo Australia Scone Abattoir Enterprise Agreement 2014 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australasian Meat Industry Employees Union (AMIEU), being bargaining a representative for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.
The Agreement is approved and will operate from 17 April 2014. The nominal expiry date of the Agreement is 16 April 2018.

SENIOR DEPUTY PRESIDENT

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Enterprise Agreement
2014-2018
1. Agreement Titles
This agreement shall be known as The Hunter Valley Quality Meats Primo Australia Scone Abattoir Enterprise Agreement 2014.

2. Arrangement Of Agreement

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3. Parties
3.1. The parties to this agreement are Hunter Valley Quality Meats Pty Ltd trading as "Primo Australia Scone Abattoir "The employer" and

3.2. All employees engaged in the classifications as described in this Agreement.

3.3. This agreement specifically operates to the exclusion of all other industrial instruments, including awards and agreements which would otherwise be applicable to the employees.
4. **Coverage**
This agreement shall be binding upon:

4.1. Hunter Valley Quality Meats Pty Ltd trading as Primo Australia Scone Abattoir (the employer)

4.2. The Australasian Meat Industry Employees Union Newcastle and Northern Branches (the union), and

4.3. All employees of Hunter Valley Quality Meats Pty Ltd t/as Primo Australia scone abattoir engaged in the classifications as described in this agreement (the employees).

5. **Terms Of Employment**

5.1. This agreement sets out all of the terms and conditions of employment and engagement applying to the employees described in 3 and 4 above.

5.2. Employees will be engaged as full time, fulltime daily hire, part time daily hire or casual. At the point of employment, the employee shall be informed which category of employment is being offered.

5.3. Employees will perform such work as directed by the employer on the days and hours so requested.

5.4. The employer may direct an employee to perform any duties within their skills, competence and knowledge.

5.5. If an employee does not attend for duty, the employee shall, except where otherwise expressively provided, forfeit pay for the actual time of such non attendance.

5.6. The pay rates are set out in schedule A

5.7. Notwithstanding anything contained in this agreement, an employee who has been given and has accepted, managerial responsibilities shall not be subject to the provisions of this agreement. (For the purpose of this agreement a leading hand is not considered to have accepted a managerial role and remains bound by the terms of this agreement.)

5.8. All new employees engaged under this agreement shall be employed under a probationary period of 70 days working full duties. If an employee is sick or injured during this time the probation period may be extended until the employee has completed 70 days of full duties. Management will review the employee at the end of the 70 day period and determine whether further employment will be offered.

5.9. During the probationary period either the employer or the employee may terminate the employment with the giving of 1 days notice.

6. **Employee Categories**

6.1. **Fulltime Employment**

6.1.1 A fulltime employee is an employee who is engaged to work on an average of 38 ordinary hours per week.

6.2. **Regular Daily Hire Fulltime/Part time**

6.2.1 The daily hire employee will be employed by the day or shift or part thereof as the case may be, without breaking service for the purposes of the Meat Processing Award 2010 and the NES as to payment for public holidays, personal/carer’s leave
and annual leave. Employment will terminate at the end of each day or shift on which the employee is employed.

6.2.2 A daily hire employee may be required by the employer to work no less than 7.6 ordinary hours for each day they are employed unless otherwise agreed. (At no disadvantage to the employee (refer to clause 9.1)

6.2.3 A part-time daily hire employee may be required by the employer to work no less than four consecutive hours for each day they are employed.

6.2.4 Notwithstanding the termination of employment at the end of each day or shift, the engagement of a daily hire employee or part-time daily hire employee will continue until the engagement is terminated.

6.2.5 Engagement may be terminated by notice on either side as from the end of the ordinary working hours on the day or shift on which notice is given or at any later time specified by the notice.

6.2.6 An employee who terminates their engagement as from a time prior to the end of the ordinary working hours on any day or shift without having given the notice in accordance with clause 6.2.5 will not be entitled to payment in respect of any time actually worked on that day or shift.

6.2.7 A daily hire employee will be paid at the appropriate weekly rate prescribed by Schedule A for the classification in which they are employed. Schedule A pay rates are inclusive of 10% daily hire allowance.

6.2.8 A part-time daily hire employee will receive for the hours worked, on a pro rata basis, equivalent pay and conditions to those of daily hire employees who perform the same work.

6.2.9 In consideration of the rights conferred, a daily hire employee or a part-time daily hire employee will attend and offer for employment at the normal or other place specified by the employer at the usual starting time on each ordinary day unless notified on a particular day they are not required to attend.

6.3 Part time Employment

6.3.1 The employer may employ part time employees in any classification in this agreement.

6.3.2 A part-time employee is an employee employed as such, who:
  - Works less than 38 hours per week
  - Works no less than four consecutive hours on any day
  - Receives, on a pro rata hourly basis, equivalent pay and conditions to those of fulltime employees who do the same work

6.3.3 The terms of any agreement concerning part time employment or any variation to it shall be in writing.

6.3.4 A copy of the Agreement and any variation to it shall be provided to the employee by the employer and retained as part of the wages record.

6.3.5 The terms of any agreement concerning part time employment shall only be varied by agreement between the employer and the employee concerned.

6.3.6 All time worked in excess of the part time hours expressed in this agreement will be overtime.
6.3.7 A part time employee employed under the provisions of this clause will be paid for ordinary hours worked at the rate of 1/38th of the appropriate weekly rate prescribed in this agreement.

6.4 Casual Employment

6.4.1 A casual employee is one who is employed and paid as such. The minimum period of engagement will be four hours each day which may be compromised of hours within or outside the ordinary hours of work otherwise prescribed by this agreement.

6.4.2 A casual employee may be employed by the day or shift, and their employment will terminate at the end of each day or shift. A casual employee who terminated their employment prior to the end of ordinary working hours on any day or shift will not be entitled to payment in respect of any time actually worked on that day or shift.

6.4.3 A casual employee will be paid for each hour worked or part thereof at the rate of 1/38th of the classification in which they are employed plus a loading of 25 per cent based on the employees ordinary hourly rate for each hour employed. The loading is in lieu of payment for annual leave, sick/carers leave, public holidays and compassionate leave.

6.4.4 A casual employee who works overtime shall be paid for such overtime at the appropriate rate (but will not receive the casual loading as well.)

6.4.5 A casual employee employed on shiftwork shall in addition to the appropriate casual loading be paid the appropriate shift loading based on that employee's ordinary hourly rate.

6.4.6 Casual employee's will be notified wherever possible of their starting and finishing times for the period of their engagement at the commencement of their engagement.

7. Period Of Operation

This agreement shall operate from the first full pay period from the date the company is notified of approval by Fair work Australia and shall operate for a period of 4 years from the date of operation.

8. Workplace requirements

Whilst working for Hunter Valley Quality Meats, Primo Australia Scone Abattoir, the employee agrees to:

8.1 Comply with all work instructions issued by Managers and Supervisors
8.2 Comply with all site rules and procedures in relation to administration, workplace health and safety, and environmental management that apply to the site activities, in addition to those set out in the employees handbook
8.3 Actively co-operate with Management and Supervisors to achieve the most efficient work outcomes.
8.4 Work consistently to the best of the employees ability.
8.5 Comply with the Hunter Valley Quality Meats, Primo Australia Scone Abattoir's Code of Conduct (see schedule C), in regards to workplace behaviour.
8.6 Submit to drug and/or alcohol testing on a random test basis and/or after the occurrence of any workplace incident, in accordance with the Company's drug and alcohol policy as set out in schedule D.
8.7 Correctly wear all Personal Protective Equipment (PPE) as directed and required in particular areas.

8.8 Undergo all relevant training and assessment necessary to fulfill the inherent requirements of their job classification and provide training to other employees when directed by the company.

8.9 Failure to comply with any of the abovementioned clauses may result in disciplinary action up to and including termination of employment, subject to the provisions of The Fair Work Act 2009.

9 Hours Of Work

9.1 The ordinary hours of work shall be an average of 38 hours per week but not exceeding 152 hours in 28 days unless otherwise agreed. It is agreed between the parties, that additional hours can be worked each cycle.

9.2 The maximum number of ordinary hours which may be worked on 2 days or 2 shifts must not exceed 10 hours, unless further agreement is reached by a majority of employees in a section.

9.3 Any hours worked in excess of 38 hours in a week notwithstanding the provisions of 9.2 shall be paid at the appropriate overtime or banked in accordance with clause 10.

9.4 The ordinary hours of work may be worked on any day or all days of the week Monday to Sunday.

9.5 The ordinary hours of work must be worked continuously. Except for meal and any rest breaks, at the discretion of the employer between 5am and 8pm for day shift employees, all other shifts are outlined by clause 11 (with the exception of clause 9.7)

9.6 The ordinary hours of work may be worked on any or all days of the week Monday to Sunday. Ordinary hours worked between midnight on Friday and Midnight and Midnight on Saturday shall be paid at time plus 30%, any ordinary hours worked between midnight Saturday and Midnight Sunday shall be paid at time plus 50%.

9.7 The parties agree, and the employers understand, that the nature of the meat industry is such that if processing is delayed as a consequence of equipment breakdown, or some other similar event, then in the interests of animal welfare and food hygiene, employees will work such reasonable additional hours as are required to complete processing on that day, except in the circumstances of a family emergency or ill health consistent with clause 10.6.

9.8 The employer shall provide at least 7 days notice of any changes to the roster (sample rosters are set out in schedule A) and 24 hours notice of a change to the start and finish times unless earlier changes of times in agreed with the employee or the group of employees affected.

9.9 Rostered shifts will not be changed for the purpose if avoiding public holiday penalties. If an employee has their roster changed under the above circumstances the employee will be entitled to another full paid day in lieu of the applicable penalty rate for such public holiday.
10. Overtime

10.1 All time worked outside the normal working hours (including shifts) on any day will be deemed to be overtime and will be paid for at time and one half for the first three hours and double time thereafter. The Employer may require an employee to work reasonable additional hours including an employee who is working in accordance with an incentive scheme on any day under this agreement.

10.2 All overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter. Overtime worked on a Sunday shall be paid at the rate of double time. Where such hours are not continuous with ordinary hours a minimum of four hours shall be paid on a Sunday. E.g called out to work.

10.3 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.

10.4 Hours worked by an employee in excess eg 10 hours in a shift may be banked at the appropriate penalty rate and taken at a time agreed with the employer or paid out annually in the pay period immediately prior to Christmas.

10.5 The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if six hours were substituted for eight hours when overtime is worked.

10.5.1 for the purpose of changing shift rosters: or

10.5.2 where a shift worker does not report for duty: or

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

10.6 Reasonable Overtime

It shall be a condition of employment that an employee shall work reasonable overtime to meet the needs of the company.

Employees who are unable to work due to family commitments must give notice that they are unable to work overtime.

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

- Any risk to employee health and safety
- The employee’s personal circumstances and any family responsibilities

This clause will confer a right on the employee to refuse to work overtime in circumstances where the working of such overtime would result in the employee working ‘unreasonable’ hours. It will permit the employee’s ordinary hours to be taken into account in deciding whether overtime is unreasonable.

10.7 An employee will be given at least eight consecutive hours off duty between the work of consecutive days or be released from duty without loss of pay on the next day until he or she has had at least eight consecutive hours off duty. If the employer directs the
employee to resume duty without at least eight consecutive hours off duty, he or she will be paid at the rate of double time until released from duty to obtain eight consecutive hours off duty.

10.8 Time Off instead of payment for overtime

10.8.1 Not withstanding Clause 10.1, an employee may bank hours worked in excess of 38 hours in a week.

10.8.2 Where an employee with the consent of the employer has accrued an entitlement to time off instead of payment for overtime they will be able to use that entitlement for any leave purpose or be paid the equivalent overtime rate at Christmas. The maximum number of hours that may be banked is 76 and may be taken at a time suitable to both the employer and employee.

10.8.3 Time off instead of payment of overtime must equate to the overtime rate. If the employee works one hour overtime and elects to take time off instead of payment, the time off would equal one and a half hours or where the rate of pay for overtime is double time, two hours.

11.1 Shiftwork

Shifts may be worked on any work covered by this agreement

11.1.1 Transfer of an employee from day work to shift work, or from shift work to day work, will be by agreement between the employer and the employee.

11.2 Shifts may be worked on a one-shift, two shifty or three shift system

11.3 For the purpose of this clause:

11.3.1 Afternoon shift means any shift commencing at 2.00pm or after and finishing at or before 1am.

11.3.2 Night shift means any shift finishing subsequent to 1am and at or before 9am.

11.3.3 Fixed night shift means a night shift one which an employee is not allowed to rotate so as to give the employee at least on week in each three consecutive weeks on some other shift or shifts.

11.4 Day shift in a three shift system means any shift finishing at or after 2.00 pm and at or before 4.00pm.

12. Shift Allowances

12.1.1 An employee on afternoon shift will be paid the ordinary hourly rate for the classification in which the employee under this agreement, plus 15% thereof.

12.1.2 An employee on nightshift will be paid the ordinary hourly rate for the classification in which the employee is employed under this agreement, plus 25% thereof.

12.1.3 An employee on a fixed nightshift will be paid the ordinary hourly rate for the classification in which the employee is employed under this agreement, plus 30% thereof.
12.1.4 A casual employee employed in shiftwork will receive the appropriate percentage loading (shift allowance) prescribed in this clause and the applicable casual loading at the appropriate agreement rate.

12.1.5 Shift allowances shall be paid in addition to any other penalty rates or loadings payable for that particular shift.

12.1.6 A shift worker except when engaged on a three shift system may be allowed a meal interval of no less than 30 minutes per day.

12.1.7 Unless otherwise agreed, an individual employee who is required to alter their starting time to enable management to make provision for replacement will be given at least 24 hours notice of the change.

12.1.8 Employees engaged on a three shift system will rotate between shifts unless otherwise agreed between the employer and employees directly concerned.

12.2 Ordinary Hours – Shift Workers

12.2.1 The ordinary hours of work for shift workers are to be on average 38 per week and must not exceed 152 hours in 28 consecutive days.

12.2.2 By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 days but does not exceed 12 months.

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

12.2.4 Except any change over of shifts an employee will not be required to work more than one shift in each 24 hours.

12.3 Meal Interval and Rest Breaks

An employee is entitled to the following breaks:

- Between commencement and lunch – 1 x 30 minute break (20 unpaid, 10 paid) and
- Lunch – 1 x 30 minutes unpaid break
- The time for taking breaks shall be as agreed by the parties
- The employer reserves the right to move meal breaks 1 hour either side of prescribed meal break for any reasonable operational circumstance.

13. Employee Classifications

The employer may direct an employee to carry out duties within the limits of an employee’s skill, competence and training and the employee will follow such direction.

At the date of approval of this agreement, employees assessed as competent by the Operations Manager and the General Manager will be paid the classification rate for the position from that date. Employees in training (i.e. not yet assessed as competent) will be paid at their substantive rate until the training and assessment is completed.

Any disputes arising from the process will be subject to the dispute resolution procedure.

13.1 Slaughter Floor

Grade 1
New Entrant – no experience all Areas

Grade 2
Wash heads, offal segregation, paunch preparation, floor person, offal packer, pallet wrapper, bag tripe, carton maker, second leg change over, learner knife hand, bag mountain chain, race attendant, wash rollers, blood pit, cleaner (Ph tester completing 1 task only).

**Grade 3**
Foetal blood collection, cheek trimmer, drop tongues, offal preparation, fat trimmer, Chine bone, inside skirt drop, offal sastek, open & wash paunch, open & wash bible, paunch separation, cut mountain chain, head meat trim, spinal cord removal, skirt trim, skirt removal, offal table trimmers, learner slaughterer, 1st leg tendon, 2nd leg tendon, forklift driver, NLIS operator, pharmaceutical worker, jugular vein testing and removal, pericardium sacks, hide treating operator, paddy whack removal, 100% trimmer, learner knife hand, wiz trimmer.

**Grade 4**
First leg change over, forequarter tendon removal, hygiene trimmer, hock & horn removal, cheeking heads, neck bone, offal leading hand, tripe leading hand, Ausmeat trimmer, chiller loader,, brisket saw operator, senior pharmaceutical worker, chiller loader

**Grade 5**
retain rail trimmer, shackler, multitask forklift operator, multi task labourer

**Grade 6**
Knocker, bunger, head removal, rumper, hide puller (passenger), Sastek operator (Completing 1 task only), chiller assessor, flanker, sticker, rodder, 1st legger, 2nd legger, eviscerator, hide puller (driver), splitting saw

**Grade 7**
Competent operator in 3-5 grade 6 tasks, 1 of which must include hide puller driver, eviscerator or splitting saw operator.

**Grade 8**
Multi Task Slaughterer competent in 6 jobs two of which must include the hide puller driver, eviscerator or splitting saw operator), sastek operator / P8 tester (both tasks combined, Slaughter Floor Leading Hand,

### 13.2 Boning Room & Associated Areas

**Grade 1**
New Entrant – no experience all areas

**Grade 2**
Intercostal pack, trim pack-fresh, trim pack-frozen, trim sort, bag primals, sort primals, chilled pack off, lidder worker, chiller unloader, rebag, floor person, Cryovac worker, learner operators, carton room.

**Grade 3**
Learner slicer, carton operator, deboner operator, Cryovac operator, scribesaw, lidder operator, CL test/cooking, tally clerk, meat sampling

**Grade 4**
1-3 cut slicer, learner boner, carton meat assessment, bandsaw, frozen sastek operator, chilled sastek operator, pre trim forequarter,

**Grade 5**
3-6 Cut slicer, leading hand chillers, leading hand boning room, multi task labourer

**Grade 6**
Boner competent in 3 cuts on the chain, 6-10 cut slicer, chiller meat grader.

**Grade 7**
Boner competent in 5 tasks on the chain, all cut slicer.

**Grade 8**
Boner competent in all forequarter or all hindquarter cuts on the chain.

13.3 Loadout/Despatch

**Grade 1**
New Entrant – no experience all areas

**Grade 2**
Carton handler, carton belt worker, coldstore worker, freezer worker, blast worker, learner operator.

**Grade 3**
Container loader, coldstore operator, freezer operator, blast operator.

**Grade 4**
Carcass lumper, carcass quarterer, order scanner, forklift operator,

**Grade 5**
Documentation Clerk, leading hand, high reach operator

**Grade 6**
Despatch Supervisor

13.4 Ancillary

**Grade 1**
New Entrant – no experience all areas

**Grade 2**
Canteen worker, cleaner, laundry worker, Learner QA with some meat works experience no QA experience.

**Grade 3**
Laundry operator, outdoor worker, QA competent in monitoring 1 area.

**Grade 5**
Store person, QA competent in monitoring 2 or more areas with beef spec certificates

13.5 Rendering / Stockyards

**Grade 1**
New Entrant – no experience all areas

**Grade 2**
Stockyard attendant,

**Grade 3**
Forklift operator, saveall operator, render worker.

**Grade 4**
Leading hand, night stockman, render operator, forklift operator

**Grade 5**
Head stockman, multitask forklift operator

**Grade 6**
Boiler attendant

Head stockman, Render leading hand.

All Employees will be assessed on their competencies by their Supervisor and Operations Manager and paid according to the classification as set out in 13.1-13.5. There will be no “Savings” or inappropriate
upgrading of employees. Employees will be given the appropriate opportunities and training within a nominal timeframe to assist them in achieving higher competencies should they elect to do so.

**14. Wages**

Wage rates are set out in schedule A.

If an employee is paid an amount in their pay to which they are not entitled, the Parties will reach an agreement as to the recovery of monies owed to the employer. If an agreement is not reached the disputes resolution procedure shall be followed.

If the employee has not been paid the correct payment and is owed money by the employer, the employer shall pay the money owed to the employee within 24 hours.

Any monies owed to the employer by the employee at the time of resignation or termination shall be deducted in a lump sum from any termination payments to which the employee is entitled.

The current weekly wage rates and allowances shall be increased by the amounts as set out in schedule A.

All employees shall be advised on commencement of their engagement what level they have been appointed and where relevant the requirements for promotion to a higher level.

Where an employee has been assessed as competent and promoted to a higher level, the promoted employee shall be required to perform consistently at the higher level, failure to do so may lead to re-assessment which may result in the promoted employee being re-classified to the lower level.

Wages will be paid into the employees nominated bank account on a weekly basis.

For the purpose of payroll and accounting procedures a pay week is classified being from a Sunday to the following Saturday.

**15. Juniors**

15.1 A junior is classified as an employee under the age of 18 years.

15.2 A junior may be employed in any classification in this agreement and will be paid according to the following percentage rate of the pay for the appropriate classification in which they are employed.

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>Under 17</td>
<td>60%</td>
</tr>
<tr>
<td>17-18</td>
<td>80%</td>
</tr>
<tr>
<td>18+</td>
<td>100%</td>
</tr>
</tbody>
</table>

15.3 A junior employee will be eligible for the full rates of the prescribed task when they are deemed competent by the Supervisor and Operations Manager.

**16. Superannuation**

The company shall make, on behalf of all employees, contributions in accordance with the Superannuation Guarantee Act, to a fund nominated by the employee. Employees in accordance with the superannuation Act can choose a superfund of their choice providing all complying regulations are met.

- Should any employee fail to nominate a fund Colonial First State will be the primary default account and AMIST of MIESF will be the nominated secondary default account.

"Ordinary time earnings" shall be as defined by The Australian Taxation Office from time to time.
Employee Contributions

If an employee wishes to make contributions to the fund additional to those being paid by the employer, the employee shall be entitled to authorise the employer to pay amounts specified by the employee into the fund from their wage.

Superannuation contributions shall be made on a monthly basis in arrears

17. Salary Sacrifice for Superannuation

This clause provides the mechanism whereby an employee can request an alternative system for the payment of a part of their wages. It is intended that this will benefit the employee without imposing additional costs on the Company. The program is voluntary.

An employee may participate in a salary sacrifice program in relation to superannuation contributions.

If an employee takes any paid leave they shall receive the ordinary wages payable after deductions made under this clause in lieu of salary and wages and other amounts payable under this Agreement.

Any other Agreement payment (including overtime, superannuation, annual leave loading and termination payments) will be calculated as if the salary sacrifice contribution had not been deducted from the wages.

An employee may choose to vary the amount of their contribution once per annum, but the variation will only be implemented from the first pay period commencing 1 month after the request has been received. The employee may cancel the salary sacrifice arrangement at any time, but it cannot be reinstated for a period of 1 year from the date of cancellation.

18. Annual Leave

18.1 Except as otherwise provided in this Agreement every employee (except casuals) shall accrue annual leave in accordance with the Fair Work Act 2009 and the Annual Holidays Act 1994. Employees will accrue four (4) weeks annual leave over each period of twelve (12) months service.

18.2 Shiftworkers are entitled to 5 weeks annual leave per year in accordance with the National employment Standards. For the purpose of this agreement a shiftworker is defined as any employee who works on any shift other than the day shift.

18.3 Block Leave Periods

18.3.1 Where the employer closes down a plant or a section of the plant, the employer will, where possible, give the employee not less than four weeks notice of their intention to stand down for the duration of the close-down, all employees in the plant or sections concerned.

18.3.2 The employee will be required to take such annual leave as is accrued at that date.

18.3.3 An employee shall be paid their base weekly rate plus 17½% annual leave loading

18.4 Annual leave in excess of the blocked leave periods for the year may be taken by agreement between the employee and the General manager at any time. The employer may direct an employee to take annual leave of 25% of leave accrued, if the accrual is in excess of 8 weeks. The employee may also apply to ‘cash out’ up to 2 weeks of their annual entitlement which will only be granted in exceptional circumstances.
19. Personal and Carers Leave

19.1 The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in the casual employment clause of this Agreement.

19.2 Meaning of Personal Leave

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency (carer's leave).

19.3 Entitlement to paid personal leave and payment

19.3.1 An employee is entitled to 76 hours personal leave per year provided the employee complies with the notice and evidence requirements of this clause. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work.

19.3.2 An employee who takes personal leave; the employer must pay the employee for the period of the personal leave, the ordinary base rate (as listed in Schedule A) the employee would have expected to be paid by the employer if the employee had worked during that period. The employee will not be entitled to any over award payments or incentive schemes unless otherwise provided for.

19.4 The employer agrees to the paying out of any untaken excess personal leave at the end of each completed year of service on the following basis.

19.4.1 Excess sick leave shall for the purposes of this Agreement be defined as the amount of untaken personal leave, or accrued sick leave that exceeds 114 hours as referred to in the Fair Work Act 2009.

19.4.2 The employee has been employed by the employer in excess of (12) months.

19.4.3 The employer will pay on the employees' request, in the pay week prior to Christmas, accrued personal leave in excess of 114 hours. Payment of excess sick leave will not exceed more than 76 hours in any one entitlement year. Such request for payment of excess sick leave must be made in writing by completing an Application for Leave Form.

19.5 The employer and employees agree that the provisions in 19.4 do not entitle employees to be paid their accrued personal but define the method of calculating and paying "excess" sick leave to employees who have met the above criteria, for the purposes of this Agreement.

19.6 Any employee who leaves the employer's employment shall not be entitled to payment of personal leave accrued.

19.7 Accrual of personal leave
19.7.1 Full-time employees will be entitled to 76 hours personal leave (sick/carers leave) for each year of service. Entitlement will accrue progressively during a year according to the employee’s ordinary hours of work.

19.8 Crediting

19.8.1 Paid personal leave is cumulative i.e. unused personal leave accumulates from year to year. An employee is entitled to use accumulated personal leave if the current year's personal leave entitlement has been exhausted.

19.9 Workers' compensation

If an employee is receiving workers' compensation payments, the employee is not entitled to paid sick leave.

19.10 Personal leave to care for an immediate family or household member (carer's leave).

19.10.1 An employee is entitled to use up to 76 hours personal leave in any twelve (12) month period to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency (carer’s leave).

19.10.2 This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer’s leave where another person has taken leave to care for the same person.

19.10.3 By agreement between the employer and employee, the employee may access an additional amount of their accrued personal leave for carer’s leave beyond the relevant limit. In such circumstances, the Company and the employee shall agree upon the additional amount that may be accessed.

19.10.4 Notice and evidence supporting claim where employee takes personal leave for personal injury or sickness (sick leave):

The employee must give the employer notice that the employee is (or will be) absent from his or her employment because of a personal illness or injury of the employee. The notice must be given to the Company prior to the commencement time of the employee’s shift.

19.11 Evidence Supporting Claim

19.11.1 Sick leave periods for two days and more are required to be verified by a medical certificate. A sick leave period of 1 day which is taken immediately before or after a public holiday or on a Monday or Friday are required to be verified by medical evidence or a statutory declaration. In the event that a pattern of absenteeism with particular individuals is appearing a counselling session will be held between Management and the employee and they will be requested to produce medical evidence on every occasion of absence.

19.11.2 An employee is required to provide notice and evidence supporting the claim where an employee takes personal leave to care for an immediate family or household member (carer's leave.) (refer to clause 19.11.1)

19.12 Notice
The employee shall give the employer notice prior to the absence, of the intention to take carer’s 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.

19.13 Evidence supporting claim

19.13.1 When taking leave to care for an immediate family or household member, the employee shall, if required, establish by production of either a medical certificate or statutory declaration, the illness of the person concerned.

19.13.2 When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

19.14 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Company and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days of unpaid carer’s leave per occasion, provided the employee complies with the notice and evidence requirements of this clause. Unpaid carer’s leave can be taken in a single unbroken period or any separate periods agreed between the employee and the Company.

19.15 Returning from Sick Leave

19.15.1 An employee returning from sick leave must notify the employer of their intention to return to work prior to the employee’s normal commencement time.

19.15.2 The employer may require the employee to obtain a specific clearance from their doctor. In circumstances of an injury or illness which may, in the opinion of the employer, place the employee at risk by returning to their normal work. In such circumstances the employer may require the employee to obtain a clearance from a specialist/ medical practitioner. In such circumstances, the employee will meet any costs involved in seeking the specialist/ medical practitioner’s advice. An employee who returns to work without having provided the required notice may be refused employment on that day until a proper clearance has been effected

20. Parental Leave

20.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

20.2 An eligible casual employee means a casual employee:
20.2.1 Employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

20.2.2 Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

20.3 For the purposes of this clause, continuous service is work for the employer on a regular and systematic basis (including any period of authorised leave or absence).

20.4 The employer must not fail to re-engage a casual employee because:

20.4.1 The employee or employee's spouse is pregnant; or

20.4.2 The employee is or has been immediately absent on parental leave.

20.4.3 The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

20.5 Definitions

20.5.1 For the purpose of this clause child means a child of the employee as defined in the Fair Work Act.

20.5.2 Spouse includes a former spouse, a de facto spouse or a former de facto spouse.

20.6 Basic entitlement

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

20.6.1 Subject to 20.11 – Special Maternity Leave, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

- for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

20.7 Variation of period of parental leave

Where an employee takes leave under 20.6 – Basic Entitlement or 20.8 – Right to Request, the provisions of the Fair Work Act will apply. Nothing in this clause detracts from the basic entitlement in 20.6 - Basic Entitlement or 20.8 – Right to request.

20.8 Right to request

20.8.1 An employee entitled to parental leave pursuant to the provisions of 20.6 – Basic Entitlement, may request the Company to provide flexibility in accordance with the Fair Work Act 2009.
20.8.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Company's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The employee's request and the employer's decision made under 20.8 must be recorded in writing.

20.9 Part-time employees

20.9.1 Where an employee wishes to make a request under 20.8 such a request must be made as soon as possible but no less than four weeks prior to the date upon which the employee is due to return to work from parental leave.

Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

20.9.2 Before commencing a period of part-time employment under this clause the employee and the Company must agree:

a) that the employee may work part-time;

b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

c) upon the classification applying to the work to be performed; and

d) upon the period of part-time employment.

20.9.3 The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the Company.

20.9.4 Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

20.10 Maternity leave

20.10.1 An employee must provide notice to the employer advance of the expected date of commencement of parental leave. The notice requirements are:

a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant and the expected date of birth) – at least ten weeks;

b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.
20.10.2 When the employee gives notice 19.10.1(a) hereof, the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

20.10.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or for any other compelling reason.

20.10.4 Subject to hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Company may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

20.11 Special maternity leave

20.11.1 Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

20.11.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, the employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

20.11.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks unless where agreed pursuant to 20.8 – Right to request.

20.11.4 Where leave is granted under 20.11.1, during the period of leave an employee may return to work at any time, as agreed between the Company and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

20.12 Paternity leave

20.12.1 An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave with:

a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

b) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
c) Except in relation to leave taken simultaneously with the child’s mother under 20.2.2(a), (b) or 20.4.1(a), a statutory declaration stating:

- he will take that period of paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

20.12.2 The employee will not be in breach of 20.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

20.13 Adoption leave

20.13.1 The employee will be required to provide notification to the Company in accordance with the Fair Work Act 2009.

20.14 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave (other than paid leave taken under 20.15 – Transfer to a Safe Job) not exceeding 52 weeks or a longer period as agreed under 20.8 – Right to request.

20.15 Transfer to a safe job

20.15.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Company deems it practicable, be transferred to a safe job retaining their current pay rate and conditions in accordance with the Fair Work Act 2009.

20.15.2 If the transfer to a safe job is not practicable the employee shall proceed onto paid leave for the duration of the risk period.

20.16 Returning to work after a period of parental leave

20.16.1 An employee will notify the employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

20.16.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 20.9, the employee will be entitled to return to the position held immediately before the transfer.

20.16.3 Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
21. Long Service Leave

An employee will be eligible for long service leave in accordance with the NSW long Service Leave Act.

22. Compassionate Leave

22.1 An employee is entitled to use two (2) days compassionate leave for each occasion on which a member of the employee’s immediate family or household:
   a) contracts or develops a personal illness that poses a serious threat to his or her life; or
   b) sustains a personal injury that poses a serious threat to his or her life; or
   c) dies.

When an employee takes paid compassionate leave, the employer must pay the employee the ordinary base rate of pay (as listed in Schedule A) the employee would reasonably have expected to be paid if the employee had worked during the period of compassionate leave. The employee will not be entitled to any over award payments or incentive schemes unless otherwise provided for.

22.2 Evidence Supporting Claim

The employee is only entitled to compassionate leave if the employee gives his or her employer any evidence that the employer reasonably required of the illness, injury or death.

22.3 Taking Compassionate Leave

An employee is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the employee and the Company. Where the employee is taking compassionate leave to spend time with a member of the employee’s immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.

22.4 Unpaid Leave Entitlement

The employee is entitled to take up to two (2) days unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the employer.

23. Community Leave

23.1 In accordance with the National Employment Standards 2010 Employees including casual employees are entitled to be absent from work for the purpose of performing certain community service activities. These activities include a voluntary emergency management activity or Jury duty as required under a Commonwealth and State law.

23.2 An employee’s absence from his or her employment is not covered by community service leave unless the employee complies with the notice and evidence requirements under the Fair Work Act 2009.
23.3 All Community Service is unpaid with the exception of Jury Service which is paid in accordance with the NES.

24. Public Holidays

All employees who are rostered to work on a day that falls on a public holiday shall be entitled to payment for that day.

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

The employer with the agreement of the employee or employees may substitute another day for the following public holidays: Queen’s birthday, Labour Day or Australia day.

The public holidays listed above will be observed by the employer as gazetted by the New South Wales Government.

An employee required to work on the public holidays as defined will be paid for all time worked two and one half times the ordinary hourly rate unless they have agreed to a substitute day excepting Christmas Day and Anzac Day which will be paid double the ordinary hourly rate for all time worked; (Note, no shift loadings paid.)

If the employee is not rostered to work on the public holiday, the employee is not entitled to payment under this section.

24.1 The Company will recognise the Scone Cup Local Gazetted holiday from 12 noon onward the day of Scone Cup. If the company chooses to work Scone Cup afternoon, employees will be given a minimum of 7 days notice by the employer of their intention to work and employees will be required to work (or apply for approved leave). An employee that works Scone Cup afternoon will be paid at ordinary rate for the hours worked and also be given a day time in lieu which can be taken on a day approved by management.

25. Stand Down and Seasonal Closures

25.1 As referred to in Section 524 of the Australian Fair Work Act 2009.

An Employer may stand down employees in certain circumstances
(1) An employer may, under this subsection, stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:

(2) industrial action (other than industrial action organised or engaged in by the employer);

(3) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;

(a) an enterprise agreement, or a contract of employment, applies to the employer and the employee; and

(b) the agreement or contract provides for the employer to stand down the employee during that period if the employee cannot usefully be employed during that period because of that circumstance.

Note 1: If an employer may not stand down an employee under subsection (1), the employer may be able to stand down the employee in accordance with the enterprise agreement or the contract of employment.

Note 2: An enterprise agreement or a contract of employment may also include terms that impose additional requirements that an employer must meet before standing down an employee (for example requirements relating to consultation or notice).

(i) If an employer stands down an employee during a period under subsection (1), the employer is not required to make payments to the employee for that period.

(ii) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

(iii) However, an employer may not stand down an employee under subsection (1) during a period in which the employee cannot usefully be employed because of a circumstance referred to in that subsection if:

25.2 Notwithstanding anything elsewhere contained in this Agreement, the employer shall have the right to deduct payment for any time an employee cannot usefully be employed because of the company’s inability to source suitable livestock. Where the employer has been unable to source suitable livestock, the employee will be notified of the Company’s intention not to work by midday of the previous day.

25.3 Where the employer stands down full time and/or part time employees, as the direct result of seasonal factors affecting the meat industry or shortage of suitable livestock, the employer shall not be required to pay severance pay to the employees affected. An employee shall be permitted to utilise sick leave credits for stand down days provided they maintain a minimum balance of 114 hours.

25.4 For the purposes of this agreement, the terms ‘seasonal factors’ and ‘shortages of livestock’ shall refer to the following industry features:

• Climatic features such as droughts, floods and fires and changes in the seasons;

• Animal breeding cycles; and

• The suitability of sufficient numbers of appropriate stock.

25.5 The Employer may, by not giving less than twelve weeks notice, close down the plant or a section, or a part thereof when required to do so e.g (to complete maintenance, renovations, implement new machinery etc.) on one occasion per year for a period of up to 3 weeks. Employees will be eligible to use their annual leave, time in lieu entitlements or sick leave in excess of 114 hours (up to a maximum of 76 hours). Employees will be advised of the shutdown and recommencement dates of each period of Shutdown.
25.6 If an employee does not have enough annual leave entitlements, excess sick leave entitlements or Time in Lieu entitlements they will be required to take unpaid leave.

26. Abandonment Of Employment

26.1 An employee who is absent from work for three consecutive days without the consent of the employer and during that time, has failed to notify the employer of their intention to be absent shall be deemed to have abandoned their employment.

26.2 During the first and second day of the employee’s absence the employer will make every attempt possible to contact the employee on the phone number provided on the employee’s personnel file.

26.3 If the employee has failed to respond or contact the employer by the third day they will have been considered to have abandoned their employment. A letter will be sent to the employees last know address advising them of the termination of their employment.

26.4 Where employment is abandoned, no notice is payable to the employee by the employer.

26.5 In the event that the employee can verify to the satisfaction of the employer that they have a legitimate reason for not contacting the employer, the employee will be allowed to continue employment.

Any disputes regarding this clause will be handled in accordance with the settlements of disputes procedure.

27. Drugs and Alcohol

Refer to the company policy on drugs and alcohol as outlined in schedule D.

28. Agreement Flexibility

The terms of this Agreement may be varied by an individual flexibility arrangement that is genuinely agreed by the employer and an employee.

The employer must ensure that any individual flexibility arrangement entered into under this term will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.

The employer must ensure that any individual flexibility arrangement made under this term:

Must be in writing and signed by the employer and employee, and if the employee is under 18, by a parent or guardian of the employee;

Can be terminated by either party by giving, written notice of not more than 28 days;

Can be terminated at any time by the parties if they agree; and that a copy of the individual flexibility arrangement must be given to the employee within 14 days after it is made.

Except for the requirement for employees under 18 the employer must ensure that any individual flexibility arrangement made by an employer and an employee under this term does not require the approval or consent of another person.

Where the employer intends to reach any individual flexibility arrangement under this agreement the employer will inform the Union of the employer’s intent to enter such an arrangement. When informing the Union under this sub-clause the employer will:

Include details of the terms(s) of the agreement and/or incorporated award(s), and which classification of employees are proposed to be subject to such an arrangement.

Not disclose the name of any employee who the employer proposes to be subject to the individual flexibility arrangement without the consent of that employee.

For the avoidance of doubt, informing the Union under this sub-clause does not mean that the Union must approve or consent to the individual flexibility arrangement.

The terms that may be subject to an individual flexibility arrangement are:

• when an RDO is taken
• meal breaks
• overtime rates
• penalty rates
• allowances and
• leave loading

29. Redundancy and Termination

29.1 Application

29.1.1 This clause will apply in respect of full-time and part-time employees

29.1.2 Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one year's continuous service and the general obligation on the employer will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

29.1.3 Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or where employment is terminated due to the ordinary and customary turnover of labour.

29.2 Redundancy pay

29.2.1 Entitlement to redundancy pay

An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

• at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

• because of the insolvency or bankruptcy of the employer.

29.2.2 Amount of redundancy pay

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

<table>
<thead>
<tr>
<th>Redundancy pay period</th>
<th>Employee's period of continuous service with the employer on termination</th>
<th>Redundancy pay period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>At least 1 year but less than 2 years</td>
<td>4 weeks</td>
</tr>
<tr>
<td>2</td>
<td>At least 2 years but less than 3 years</td>
<td>6 weeks</td>
</tr>
<tr>
<td>3</td>
<td>At least 3 years but less than 4 years</td>
<td>7 weeks</td>
</tr>
<tr>
<td>4</td>
<td>At least 4 years but less than 5 years</td>
<td>8 weeks</td>
</tr>
<tr>
<td>5</td>
<td>At least 5 years but less than 6 years</td>
<td>10 weeks</td>
</tr>
<tr>
<td>6</td>
<td>At least 6 years but less than 7 years</td>
<td>11 weeks</td>
</tr>
<tr>
<td>7</td>
<td>At least 7 years but less than 8 years</td>
<td>13 weeks</td>
</tr>
<tr>
<td>8</td>
<td>At least 8 years but less than 9 years</td>
<td>14 weeks</td>
</tr>
<tr>
<td>9</td>
<td>At least 9 years but less than 10 years</td>
<td>16 weeks</td>
</tr>
</tbody>
</table>
29.3 Variation of redundancy pay for other employment or incapacity to pay

29.3.1 This section applies if:
(a) an employee is entitled to be paid an amount of redundancy pay by the employer because of clause 29.1 and
(b) the employer:
(i) obtains other acceptable employment for the employee; or
(ii) cannot pay the amount.

29.3.2 On application by the employer, FWA may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWA considers appropriate.

29.3.3 The amount of redundancy pay to which the employee is entitled under clause 29.1 is the reduced amount specified in the determination.

29.4 Termination

Where an employer intends to introduce changes to machinery, procedures or other relevant matters likely to affect the employment of employees, such employees whose engagement may be terminated as a result of such changes shall be entitled to notice of termination as follows:

<table>
<thead>
<tr>
<th>Length Of Service</th>
<th>Notice Period Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 Year</td>
<td>1 Week</td>
</tr>
<tr>
<td>More than 1 year, but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years, but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

If an employee is over 45 years old and has completed at least 2 years' continuous service with the employer they're entitled to an extra week of notice.

29.4.1: Payment in lieu of the prescribed in clause 29.4 must be paid if the prescribed notice period is not required to be worked. Provided that the employment may be terminated by the employee working part of the required period of notice and the employer making payment for the remainder of the period of notice.

29.4.2: The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employees employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

29.4.3 The employees usual specified hours of work

29.4.4 The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties and

29.4.5 any other amounts payable under the employees contract of employment.

29.5 The provisions of this clause do not apply:

29.5.1 In the case of dismissal for serious misconduct

29.5.2 For apprentices
29.5.3 To employees engaged for a specific period of time or for a specific task or tasks.

29.5.4 To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of this agreement.

29.5.5 To casual employees: or to daily hire employees except in circumstances where the employer intends to introduce changes to machinery, procedures or other relevant matters likely to affect the employment of daily hire employees.

29.6 Summary Termination:

29.6.1 The employer shall have the right to summarily terminate the employment of an employee for malingering, inefficiency, neglect of duty or misconduct.

29.6.2 A summary termination shall take effect immediately and wages shall be paid up to the time of termination only.

The following serious breaches are some issues that can result in summary (instant) dismissal:

- Wilfully endangering the safety of employees, contractors or visitors.
- Harassment
- Theft, this includes left over product
- Intentional/reckless damage to company property
- Refusal to follow lawful direction
- Insubordination
- Fighting in the workplace
- Serious breaches of company policy, procedures or standards
- Serious breaches of company hygiene or sanitation regulations and procedures
- Selling, consuming or being under the influence of drugs or alcohol in the workplace.

30. Dispute Procedures

30.1 If a dispute relates to:

a) a matter arising under the agreement; or

b) the National Employment Standards;

this term sets out procedures to settle the dispute.

30.2 An employee who is a party to the dispute may appoint a representative of their choice including a union delegate for the purposes of the procedures in this term.

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

30.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

30.5 Fair Work Australia may deal with the dispute in 2 stages:

a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

b) If Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then:

   (i) arbitrate the dispute; and
   (ii) make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act.
A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and

b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or
(ii) (applicable occupational health and safety legislation would not permit the work to be performed; or
(iii) the work is not appropriate for the employee to perform; or
(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term.

31. Communication and Consultation

Consultative Committee

31.1 Introduction

The parties agree that there is a need for on-going communication to ensure that employees receive sufficient information about their site. As a result of this information sharing, employees will have a greater awareness of their site's objectives, future plans, its interaction with customers, suppliers and its problems.

Management is committed to information sharing, ensuring that effective communication links exist.

Good communication flows in both directions, and the parties acknowledge the need for continued meetings between representatives of Management and the workforce to:

• Assist with the implementation of all efficiency changes in this Agreement and to act appropriately to ensure the smooth introduction of these changes.
• Work towards major and positive attitudinal change.
• Assist with development, defining and redefining site procedures as and when required.
• Provide a forum for discussion on training needs.
• Discuss skills required at their site.
• Provide a forum for exploring continual efficiency gains.
• Provide a forum for Management to inform the workforce about
  a) Market trends;
  b) Important matters which affect employees and which relate to the productive performance of their site;
  c) Actions necessary to match our competitors.
Note

Management will not be required to release information of a confidential nature, the general circulation of which may damage Primo Australia commercial interests and could affect the job security of employees.

The overall purpose of a Committee is to provide an environment for greater two-way communication and in doing so establish a forum in which employees are able to express their points of view and allow management to utilise employee knowledge and experience.

31.2 Committee Objectives

The objectives will be to improve the overall productive performance of all employees with the ultimate aim of maintaining and, where possible, improving the site’s competitiveness both nationally and internationally.

In turn the provision of greater job security will be enhanced by developing and increasing employees’ overall skills whilst at the same time offering new and advanced career opportunities.

These objectives are seen by the parties to be mutually beneficial.

Two important areas of site operation are specifically excluded from the domain of the Consultative Committee:-

(i) Industrial Relations issues will be processed via the Dispute Procedure Clause.
(ii) Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that Committee.

31.3 Composition of the Committee

The Consultative Committee will comprise of management and employees. The Committee will not exceed a total of 8 members.

- Management – Up to 3 members drawn from management.
- Employees – Up to 4 employee members to be drawn from and democratically elected by the employees covered by this Agreement.
- And a duly accredited representative of the Australasian Meat Industry Employees’ Union (Newcastle & Northern Branch)

31.4 Employee Elections

These to be held every two years. Alternate members are also to be elected at this time to cover absences. Alternate members shall be allowed to sit in on all meetings on a rotational basis to gain understanding of procedures. This is to be done with one alternate at any one time, with the alternate acting in an observer capacity only. The procedure for filling casual employee vacancies is to be developed by the Committee.

31.5 Secretary of the Committee

The Secretary to be appointed by Management and to be someone skilled in taking minutes. The Secretary to be a non-member of the Committee

31.6 Chairperson of the Committee

To be elected by the Committee from within the Committee. After six months, Committee to decide a formula for the appointing/rotating of the chairperson between the management and employees each six months.

31.7 Meetings

Consultative Committee meetings will be held at least every three months during normal working hours. Special meetings of the Committee may be called after informal discussions between both parties.
31.8 Recording of Minutes

Minutes shall be circulated to Committee Members for verification prior to posting on the notice boards. Every effort shall be made to have the minutes published within one week of the meetings. The minutes shall include:

- Attendees at the meeting
- Summary of the issues and alternatives proposed.
- Decisions made on matters dealt with pursuant to this clause and any timeframe for implementation.

31.9 Agenda

The agenda is to be prepared and issued by the Secretary to all Committee Members at least five (5) working days prior to the meeting. Any Committee Member may submit agenda items. Appropriate information shall be provided with each agenda item submitted.

Matters raised without notice (i.e. non-agenda items) shall be deferred to the next meeting if any Committee Member requires additional information or needs to consult with their constituency.

The company agrees to provide a response to any issues regarding management approval within 7 days of the minutes being posted.

32 Union Matters

32.1 Right of Entry
The employer recognises the Union's right of entry in line with the terms and conditions of the Fair Work Act 2009.

32.2 Union Notice Board

The company will provide a prominent place for a notice board outside the lunchroom for displaying Company approved union information.

32.3 Union Inductions

The company will explain during the induction process the existence of the AMIEU and the employees freedom of association should they choose to become a member of the union.

32.4 Leave to Attend Union Business

A maximum of four (4) days unpaid leave per calendar year (in total), non-cumulative will be granted to allow AMIEU site elected Delegates to attend Trade Union training upon notification from the Secretary of the AMIEU Newcastle and Northern Branch. A minimum of 14 days notice must be issued upon the company with relation to requesting the leave of the senior delegate. This notice must be in writing.

33 Special Occasions

33.1 Where it is agreed between the Company and its employees that a special occasion exists and an individual or the majority of a group of employees in an establishment or section thereof requests that special arrangements be made, those arrangements are to be made to ensure that the Company's production requirements are not affected.

33.2 The parties to this Agreement, agree that should arrangements be made under clause 32.1 that are otherwise contrary to any provision of this Agreement, their implementation will not be a breach of this Agreement and no claim shall be made by any employee for any additional or penalty payment that might otherwise apply as a result of the implementation of such an arrangement, provided that no arrangement shall be agreed under this clause which results in a contravention of the national employment standards.
34 Mixed Functions

34.1 Any employee who is competent to perform a higher level job, and works at that job for in excess of 2 hours, will be entitled to be paid at the rate applicable to the higher level job for all hours worked.

34.2 Any employee who is transferred to a lower paid job the rate of pay shall be at the usual classification paid to the employee.

34.3 Where a slaughter person or boner offers to work at a lower level job on a temporary basis due to lack of cattle, they will paid at the rate of the job being performed.

35 No Further Claims

It is a condition of this agreement that neither the union nor employees seek any increases in wage rates or conditions during the life of the agreement, as per the no disadvantage clause in schedule A, however the parties reserve the right to re-open negotiations in the event legislative changes affect this agreement. The company or employees reserve the right to change Policies as set out in schedule B, C and D of this document in line with legislative requirements.

36 Company Goodwill

Hunter Valley Quality Meats will provide a BBQ on the last Friday of each month.
37. SIGNATURES OF THE PARTIES

Enterprise Agreement made under the Fair Work Act 2009, between;

For and on behalf of **Primo Australia Scone Abattoir** (the Employer)

<table>
<thead>
<tr>
<th>Name in full (printed):</th>
<th>..............................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position:</td>
<td>General Manager</td>
</tr>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Date:</td>
<td>1/4/14</td>
</tr>
<tr>
<td>Employer Address:</td>
<td>Muffet St, Scone NSW 2337</td>
</tr>
</tbody>
</table>

Witnessed By:

<table>
<thead>
<tr>
<th>Name in full (printed):</th>
<th>..............................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
<td></td>
</tr>
<tr>
<td>Witness Address:</td>
<td>Muffet St, Scone NSW 2337</td>
</tr>
</tbody>
</table>
For and on behalf of the employee

Name in full (printed): Grant Courtney

Position: AMIEU Branch Secretary

Signature: [Signature] Date: 1.4.14

Address: 34 Union St
Newcastle West

Witnessed By:

Name in full (printed): Rebel Vanessa Slater

Signature: [Signature]

Witness Address: 10 Harriet Street
Waratah NSW 2298
Schedule A

WAGE RATES, ALLOWANCES AND ROSTERS

Schedule of hourly rates per year of agreement.

Hourly rates are inclusive of 10% Daily Hire Allowance:

Employees will receive a pay increase of 4% for the first 12 months of this agreement followed by 3% for each subsequent year for the life of this agreement.

<table>
<thead>
<tr>
<th>Grade 8 min award</th>
<th>Current</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>$21.67</td>
<td>26.54</td>
<td>27.60</td>
<td>28.43</td>
<td>29.28</td>
<td>30.16</td>
</tr>
<tr>
<td>Grade 7 (min award = $20.89)</td>
<td>24.70</td>
<td>25.69</td>
<td>26.46</td>
<td>27.25</td>
<td>28.07</td>
</tr>
<tr>
<td>Grade 6 (min award = $20.13)</td>
<td>22.58</td>
<td>23.48</td>
<td>24.19</td>
<td>24.91</td>
<td>25.66</td>
</tr>
<tr>
<td>Grade 5 (min award = $19.71)</td>
<td>21.27</td>
<td>22.12</td>
<td>22.78</td>
<td>23.47</td>
<td>24.17</td>
</tr>
<tr>
<td>Grade 4 (min award = $19.35)</td>
<td>20.00</td>
<td>20.80</td>
<td>21.42</td>
<td>22.07</td>
<td>22.73</td>
</tr>
<tr>
<td>Grade 3 (min award = $18.88)</td>
<td>18.88</td>
<td>19.64</td>
<td>20.22</td>
<td>20.83</td>
<td>21.46</td>
</tr>
<tr>
<td>Grade 2 (minimum award level)</td>
<td>18.65</td>
<td>19.40</td>
<td>19.98</td>
<td>20.58</td>
<td>21.19</td>
</tr>
<tr>
<td>Grade 1 (minimum award level)</td>
<td>18.01</td>
<td>18.73</td>
<td>19.29</td>
<td>19.89</td>
<td>20.47</td>
</tr>
</tbody>
</table>

**Attendance Bonus/ Incentive**

An attendance bonus of $57.00 per week will be payable to grade 6, 7 & 8 employees and an attendance bonus of $20.00 per week will be payable to grade 2, 3, 4 & 5 employees. The attendance bonus is payable upon full completion of time worked in your area. Any working time absent from full duties will forfeit payment of the attendance bonus.

**Allowances**

**Leading Hand:** An allowance of $20 a day shall be paid to the leading hand.

**First Aid:** A first aid allowance of $2.13(14.2% standard hourly rate) per day shall be paid to any appropriately qualified employee who is nominated by the Company to perform first aid duties.
Meal: $12.58 payable on each occasion an employee works overtime for more than 1.5 hours after the rostered finish time. Unless advised of overtime on the previous day. If cancellation of overtime is advised on the day the employee shall be paid the allowance. Meal allowance will not be payable should the employee request to work overtime.

Cold Storage: Temperature Range

<table>
<thead>
<tr>
<th>Temperature Range</th>
<th>Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below Zero to -16</td>
<td>=2.6% standard hourly rate</td>
</tr>
<tr>
<td>-16 to -18</td>
<td>=4.5% standard hourly rate</td>
</tr>
<tr>
<td>-18 to -21</td>
<td>=6.4% standard hourly rate</td>
</tr>
<tr>
<td>Below -21</td>
<td>=8.7% standard hourly rate</td>
</tr>
</tbody>
</table>

*The above rates are not cumulative

Sample Rosters

1. 5 Day standard Roster
   5 days of 7.6 hours

2. 4 days out of 7 – eg: Monday to Thursday. Fixed. (9.5 Hours) (permanent roster)

3. 3 Days out of 7 eg: Friday – Sunday. Fixed 9.5 hour days (permanent part-time roster)

   If the plant is to increase its operation to a 7 day a week operation Permanent Employees Of Hunter Valley Quality Meats will be given the first choice of their shift preference. An employees shift will be by mutual agreement and no permanent employee will be forced to work on a weekend shift.

No Disadvantage

If the Modern Meat Industry Award is varied during the terms of this Agreement, so that the rates of pay for the comparable daily hire worker are higher than those contained in this Agreement, the Agreement will be varied to match the appropriate Modern Meat Industry Award rates based on regular daily hire arrangements.
Schedule B
Discipline and Counselling

Policy
The Primo Group Policy is to ensure that all employees are treated fairly and have full access to the discipline and counselling process to be followed so that work related concerns and problems are managed fairly, sensitively and expeditiously.

Preamble
The main objective of counselling and/or disciplinary action is to improve the behaviour and performance of employees. It is to ensure the accepted standards of conduct and performance are understood and met by all employees.

Procedure
Where an employee is found to be in breach e.g.: of a company policy, requirement, standard, code or failure to follow lawful direction, the following 4 stage process shall be followed

Stage 1
Depending on the severity of the breach, a first informal counselling, where the concern/breach will be brought to the employees attention and corrective action agreed upon. The ramifications of continued breaches will also be explained to the employee and a record of the meeting will be made.

Stage 2
A first formal written warning, advising that further breaches can lead to further warnings, suspension including forfeiture of wages or potentially termination.

Stage 3
A second and final written warning, which specifies that if there is any further breach or non compliance then termination will take effect.

Stage 4
At this meeting the employee will be given an opportunity to respond to the allegations prior to the termination being confirmed.

In administering the disciplinary policy the company will observe procedural fairness. Accordingly, before taking disciplinary action the company will lawfully investigate the matter at hand. The outcomes of that investigation shall be conveyed to the person against whom it is proposed disciplinary action will be taken and that person will be provided with an opportunity to respond to all allegations, which are being made. This does not diminish the right of the company to instantly dismiss an employee for misconduct which, in the opinion of the company, is sufficiently serious to justify summary (instant) dismissal.

The company seeks to maintain a positive attitude with regard to counselling and discipline and it is not the intention of this policy to seek and provide an easy means of terminating employees services.

Any employee is also afforded the opportunity to have an impartial independent witness present, this may be their union official.
Hunter Valley Quality Meats T/As Primo Australia Scone Abattoir Enterprise Agreement 2014-2018

Schedule C

Code of conduct

This is not a set of rules put out by Managers. It is a statement developed by Employees and Managers to make it clear how we would like Primo Australia Scone Abattoir people to work with each other. It's what we expect from everybody who works in the company. People should be able to enjoy their work. Have fun – but not at someone else's expense.

At Primo Scone we will:

1. Not accept unwanted touching, sexual or racial jokes, uninvited propositions/requests of a sexual nature, and/or sexual pornographic material of any kind.
2. Not make sexual or inappropriate comments about a person's private life – respect the confidentiality/privacy of other employees; 'mind your own business' and don't spread gossip.
3. Treat everybody in the workplace with respect and value the contribution of every employee, no matter what they do.
4. Not accept language which is abusive, threatening or offensive to other employees.
5. Support employees who feel the need to make a complaint for any breach of the Code of Conduct. (See procedure below.)
6. Ensure that our language and discussions are appropriate for anyone who is in listening distance of our conversations.
7. Ensure that new employees are made aware of the Code of Conduct and given the opportunity to express their views about acceptable workplace behaviour.
8. Ensure a work environment free of bullying and harassment (i.e. get rid of verbal abuse, constant criticism, insults, horseplay, giving a person all the unpleasant tasks, threatening and intimidation).
9. Get rid of all discrimination on the grounds of sex or race.
10. Not come to work affected by alcohol or drugs.
11. Maintain high personal standards of occupational health and safety, food hygiene, personal hygiene/cleanliness and general housekeeping.
12. Only smoke in designated areas at designated times.
13. Not leave designated workstation without the permission of the relevant supervisor.
14. Obey all speed signage.
Do You Have a Grievance?

The Code of Conduct is a joint statement of what we all feel needs to happen to achieve a workplace which is free from harassment.

If you have any concerns/problems about conduct in the workplace REPORT IT to your Supervisor (or leading hand), or Operations Manager, or HR Manager, or the OH&S Representative.

If the employee is uncomfortable about talking to any of the above, make an appointment to see the General Manager.

During any stage of reporting of the concern/problem an employee is entitled to be represented by an AMIEU Delegate.
Schedule D

Drug and Alcohol Policy

The Primo Group Policy recognises its responsibilities under all State and Federal Government legislation relating to Workplace Safety and the need for its employees to meet these requirements in relation to Drugs and Alcohol.

The Primo Group is committed to providing a safe work environment and to fostering the well being and health of its employees and recognises that alcohol, drug or other substance abuse by employees will impair their ability to perform properly and will have serious adverse effects on the health, safety, efficiency and productivity of other employees and the Company. This commitment is jeopardised when any company employee uses illegal drugs, misuses legal drugs or alcohol on the job, comes to work with these substances present in his/her body, or possess, distribute, or sell drugs in the workplace.

The health and welfare of our employees is taken as serious concern by Management and the Company recognises that substance abuse by individuals performing work can have an adverse effect upon their ability to perform duties and can expose the individual, fellow employees, the public and the Company to an unacceptable risk.

Responsibilities

Employee Obligation to Present For Work Fit For Duty

Employees are obligated as a condition of their employment to present to work in a fit state so that in carrying out normal work activities they do not:

A) Subject themselves, their co-workers, or visitors, to unnecessary risks to health and safety:

B) inhibit their ability to fulfill the requirements of their position

C) Inhibit the ability of their co-workers to fulfill the requirements of their positions.

Where an employee presents for duty and appears to the manager/supervisor not be in a fit state to carry out their normal duties, Primo reserves the right to remove the employee from the work site and to seek advice from the medical practitioner on the employees' fitness for duty.

Prescribed Drugs and Medication

Where an employee is on a course of prescribed or over-the-Counter medication which may induce drowsiness or impaired performance, they must notify their Supervisor prior to commencement of duty. The employee should obtain and provide advice to the Supervisor from a doctor or pharmacist as to any effects the prescribed drug may have on work performance.

Supervisor and Employee Obligations

All Supervisors and employees are responsible for ensuring that no employee commences or continues duty if that employee appears impaired and that they may be affected by alcohol,
Illegal drugs, medication or other substances which may reasonably be considered to lead to a safety risk or an inability to fulfil the requirements of the position.

Use Of Machinery and or Equipment

It is the responsibility of both managers and employees to ensure that an employee who appears to be impaired and possibly influenced by alcohol, illegal drugs or other prescribed or over the counter medication should not be in control of machinery or equipment (e.g. forklift, motor vehicle, mincer, bandsaw, slicer etc.)

Procedure

Under this Policy the Primo Group shall:

• Comply with all state and Federal Legislation
• Endeavour to Provide a healthy and safe workplace and drug free environment for all our employees
• Meet our obligations to our clients and the public
• Offer a helping hand to those who need it, while sending a clear message that illegal drug use, misuse of legal drugs and alcohol abuse are incompatible while employed by the company.
• Encourage employees who may have alcohol and substance abuse problems to seek treatment or counselling in order to return to the workplace, their social circle, and their families, as positive contributing members.

Under this policy all Company employees

• Recognise the Company's statutory obligations and commitment to this policy.
• Shall Comply with the requirements and Company expectations of this policy
• Contribute to providing a healthy and safe workplace and drug free environment for all fellow employees
• Acknowledge that being unfit for work because of the use of alcohol and drugs is strictly prohibited
• Recognise that any violation of this policy is grounds for disciplinary action up to and including termination of employment
• As all personnel should be concerned about working in a safe environment, they should encourage fellow employees who may have an alcohol or other drug related problem to seek help.