

**REGISTER OF
ENTERPRISE AGREEMENTS**

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ENTERPRISE AGREEMENT NO: EA00/285

TITLE: Cargill Foods Australia (Wagga Wagga) Enterprise Agreement 2000

I.R.C. NO: 2000/2704

DATE APPROVED/COMMENCEMENT: 26 June 2000

TERM: 18 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA96/181**

GAZETTAL REFERENCE:

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all company employees employed at the Company's operations at Dampier Road, Boman, Wagga Wagga NSW

PARTIES: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch -&- Cargill Foods Australia, The Australasian Meat Industry Employees' Union, New South Wales Branch



**Cargill Foods Australia
(Wagga Wagga)
Enterprise Agreement 2000**



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Registered
Enterprise Agreement
Industrial Registrar

Clause 1 – Title

- 1.0 This enterprise agreement shall be known as the Cargill Foods Australia (Wagga Wagga) Enterprise Agreement 2000.

Clause 2 - Scope of agreement and relationship to parent awards

- 2.0 This enterprise agreement shall be binding on Cargill Foods Australia, in respect of their operation located at Wagga Wagga, New South Wales and on its employees who are engaged at such location and who are covered by the following awards:

- (a) Metal and Engineering Industry (New South Wales) Interim Award
- (b) Electricians (State) Award
- (c) Plumbers and Gasfitters (State) Award
- (d) Butchers Wholesale (State) Award
- (e) Engine Drivers State Award
- (f) Cargill Foods Australia (Wagga Wagga Abattoir) Maintenance Services Enterprise Award, 1997

- 2.1 This enterprise agreement shall be read and interpreted wholly in conjunction with the awards mentioned in paragraph 2.0 above of this agreement.

- 2.2 Where there is any inconsistency between the terms of this enterprise agreement and the awards mentioned at paragraph 2.0 above of this agreement, then the terms of this agreement shall prevail and override those appearing in the award to the extent of the inconsistency.

Clause 3 - Parties bound

- 3.0 This enterprise agreement shall be binding on:
- (a) Cargill Foods Australia (the Company) in respect of its employees engaged in work covered by this agreement, employed at its Wagga Wagga Meatworks operation.
 - (b) Automotive, Food, Metal, Engineering and Printing and Kindred Industries Union, New South Wales Branch. (AMWU)
 - (c) Australasian Meat Industry Employees Union- NSW Branch, (AMIEU)

Clause 4 - Australian Workplace Agreements

- 4.1 The employer will not employ persons covered by this agreement, or employees who are eligible to be covered by this agreement, under the terms of an Australian Workplace Agreement or any other form of state registered agreement before the expiry of this agreement

Clause 5 - Period of the agreement

- 5.1 This agreement shall operate from the first full pay period commencing on or after the date of certification by the NSW Industrial Relations Commission.
- 5.2 This agreement shall operate from the date of certification and shall remain for a period of eighteen months.
- 5.3 The parties agree to commence negotiations for the next agreement three months prior to the expiry of this agreement.

Clause 6 - Wages and classifications

- 6.1 The table appearing as Appendix 1 outlines the classification structure that applies at the Wagga Wagga site in conjunction with the Metals and Engineering Industry, (New South Wales), Interim Award as it is at the time of the certification of this agreement.
- 6.2 The table appearing as Appendix 2 outlines the wages during the life of this enterprise agreement.
- 6.3 Allowances shall be paid in accordance with Appendix 3.

Clause 7 - Hours of employment

- 7.1 The ordinary hours of work for day workers shall not exceed 38 hours per week, and shall be worked between Monday and Friday inclusive.
- 7.2 Where alternative patterns of rostered work include Saturday, Sunday or hours outside the normal spread of hours the employees hours shall not exceed 38 hours per week, or 76 hours per fortnight, or 114 hours in each three weeks, or 152 hours in each four weeks. Rostered work does not include overtime.
- 7.3 The 38-hour week shall be worked on the basis of 7.6 ordinary hours per day over a five day period.
- 7.4 The spread of ordinary hours shall be between the hours of 5.00am and 6.00pm for all employees.
- 7.5 The ordinary hours of work shall be worked continuously, except for meal breaks.

- 7.6 Any hours, which are worked by employees, outside of the span stated in paragraph 7.4, will be paid at the appropriate penalty rates of pay, as prescribed by this agreement.

Clause 8 Flexible Part Time Employment

- 8.1. The Company may engage permanent part-time employees. Ordinary hours for such part-time employees will total less than 38 hours per week. A part-time employee will be paid per hour one thirty-eighth of the weekly rate of the appropriate shift rostered rate.
- 8.2. Overtime rates will be payable to part-time employees only for time worked in excess of their rostered operating hours for their roster.
- 8.3. Part time employees may be engaged to work on a flexible basis within maximum and minimum hourly limits over a four-week work cycle.
- 8.4. Leave and other entitlements will accrue on a pro-rata basis.
- 8.5. Any work done over the maximum four-week cycle hourly limit will be paid at the applicable overtime rate.
- 8.6. The hours of work will consist of a minimum of 37.5 hours per four-week cycle and a maximum of 152 hours per four-week cycle. These hours may be arranged in any way within these parameters.
- 8.7. Flexible Part Time employees will work no less than four hours on any day on which they work.
- 8.8. Flexible Part Time employees will work on a four weekly roster basis. The roster will be maintained centrally and published on a week by week basis at least four weeks in advance. The roster, once set, may only be varied by mutual agreement with the employees concerned.
- 8.9. Within the limits of this agreement, the number of hours worked by any individual flexible part-time employee will be solely at the discretion of the Company.
- 8.10. Where an employee works more than 12 weeks of 38 hours per week in any six month period, that person will on request become a full time employee. For the purposes of this clause employees must be advised of this right at the time of their engagement.

Clause 9 - Arrangements Concerning Rostered Days Off

- 9.1 Where employees covered by this agreement have accumulated credits towards Rostered Days Off prior to the date of the agreement, their accumulation shall pay paid out down to a balance of ten days.
- 9.2 A calendar of RDOs will be published monthly. All employees will be rostered for a day off each month, with an equal spread of the days from Monday to Friday over the course of a year for each employee.

- 9.3 Employees may accrue up to a maximum of 10 RDOs by mutual agreement. Agreement shall not be unreasonably withheld.
- 9.4 By mutual agreement, employees and the employer shall give, and shall receive, a minimum of five days notice to vary or bank the RDO from their published calendar. Lesser periods of notice shall be acceptable by mutual agreement.
- 9.5 Transitional arrangements will apply whereby RDOs that have been approved at the date of the agreement will be factored into the calendar of RDOs in accord with the above principles that will be published from month to month.

Clause 10 - Breaks

- 10.1 An employee will be entitled to a minimum of 10 hours off, or by agreement with the individual, no less than 8 hours, between the completion of one rostered period and the commencement the next rostered period.
- 10.2 Unless otherwise agreed, an employee will receive one unpaid meal break of not less than 30 minutes for each rostered period.
- 10.3 If the time for taking a meal break is to be altered an employee will be given 24 hours notice.
- 10.4 Notwithstanding clauses 10.3 and 10.4 above, by agreement the employer and/or the employees may change the time of taking a meal break by 30 minutes either side of the normal time, where it is reasonably necessary to do so in order to meet the needs of the business.
- 10.5 Unless otherwise agreed, an employee shall not be called upon to work for more than 5 hours without a meal break.
- 10.6 A twenty minutes paid rest break shall be scheduled within the first three hours of the rostered starting time. An additional fifteen minutes paid rest break will be scheduled at the completion of eight hours of work, unless the remaining work can be completed within one hour. An employee can agree to work through the rest periods.
- 10.7 The entitlement to rest breaks shall remain unaltered from the previous custom in the plant.
- 10.8 The taking of "lappos" and meal breaks may be staggered to ensure continuous operations.

Clause 11 - Overtime

- 11.1 All hours that are worked outside of the rostered hours, which are defined by this agreement, shall be overtime, which shall be calculated on a daily basis.
- 11.2 Overtime shall be paid for at the rate of time and a half for the first two hours and double time thereafter, Monday to Friday. Saturday overtime shall be paid at the rate of time and a half for the first three hours and double time

thereafter. Sunday overtime shall be paid at the rate of double time. Electricians shall continue to be paid according to their award.

- 11.3 All employees shall be required to work a reasonable amount of overtime to meet the needs of the plant.
- 11.4 Employees will be required to "run off" the chain where product has commenced in rostered hours, and overtime shall be paid at the appropriate rate.

Clause 12 - Public holidays

12.1 Employees shall be entitled to the following public holidays.

- New Years Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Christmas Day
- Boxing Day
- Australia Day
- Labour Day
- Queens Birthday
- Any other day gazetted in the locality as a Public Holiday

An employee who is required to work on any of the public holidays referred to in paragraph 12.1 above, shall be paid for such hours of work at the applicable overtime rate in the parent award, with a minimum payment of 4 hours, with the exception of employees who are working on alternative rostered hours who are dealt with in Clause 19.

12.2 Employees will be entitled to Industry Picnic Day on a day to be mutually agreed by the Company and the employee. The Picnic Day must be taken or granted within twelve months of it falling due on the first Monday in November each year.

Clause 13 - Sick leave

- 13.1 Year shall mean a continuous period of 12 months.
- 13.2 An employee, other than a casual employee with no less than 3 months continuous service with the employer, who is absent from work by reason of

personal illness or injury, not illness or injury for which they are entitled to workers compensation shall be entitled to paid leave of absence.

- 13.3 The employee, unless it is not reasonably practical to do so, shall notify the employer of their inability to attend for duty before the ordinary starting time on the first day of absence. As far as is practicable they will provide the nature of the illness and the estimated duration of the absence.
- 13.4 The employee shall provide the employer with such evidence as the employer may reasonably require, that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is being claimed. Such evidence may include a statutory declaration, the presentation of an appropriate medical certificate, or attendance at the company's expense at a nominated medical practitioner.
- 13.5 The employee shall be entitled to five days of ordinary sick leave in the first year of employment. After the first year, the annual sick leave entitlement shall increase to a maximum of 8 days of ordinary working time.
- 13.6 The rights under this clause shall accumulate from year to year.
- 13.7 An employee may elect that any part of the sick leave entitlement in excess of eight days which has not been taken in one year may be carried forward to a subsequent year of continued employment or paid out as a cash bonus.
- 13.8 The bonus referred to at 13.7 shall be calculated by reference to the employee's current ordinary time rate of pay.
- 13.9 Employees shall be covered at the employer's expense for income protection insurance as shown at Appendix 5. The income protection arrangement shall be reviewed and may not be renewed at the end of this agreement. If the insurance is not renewed then the previous entitlements to the numbers of days sick leave shall be reinstated. The premium for the amount of cover to be provided to the employees is to be approximately equal to the value of the sick leave days foregone.

Clause 14 - Long service leave

- 14.1 It is recognised that long service leave is not designed to be held and taken as a cash amount on termination of employment. It is designed to give people a significant break from work after serving a long period with one employer. It is agreed that measures need to be taken to appropriately manage long service leave balances.
- 14.2 Notwithstanding the provisions of the Long Service Leave Act, (where leave may be required to be taken after one month's notice), employees covered by this agreement shall be entitled to maintain a minimum of 4.3 weeks and a maximum of 8.6 weeks long service leave except by mutual agreement.

Clause 15 - Shift work

- 15.1 Shift work shall be defined, and paid, as per the current parent award or agreements.
- 15.2 Shift work on alternative rostered hours shall be paid as per Clause 19.

Clause 16 - Contract of employment

- 16.1 An employer may direct an employee to carry out such duties as are within the scope of the position in which the employee is engaged and which are within the limits of the employee's skill, competence and training. The determinant of whether an employee can perform a particular job function is whether the task is lawful, safe, the employee is skilled, competent, trained and/or licensed, and the task is not intended to deskill or demean. The employee shall follow such directions, where given.
- 16.2 Employees will be subject to the company's Personnel Policies and Procedures manual. The manual may be varied in a reasonable manner with consultation and appropriate notice as meets the needs of the business. A copy of the manual is available to the employees at all times.

Clause 17 - Commitment to training

- 17.1 The parties to this agreement recognise that in order to increase the efficiency, productivity and competitiveness of the meat industry and this facility, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (a) Developing a more highly skilled and flexible workforce.
 - (b) Providing employees with career opportunities through appropriate training to acquire additional skills.
 - (c) Removing barriers to the utilisation of skills acquired.
- 17.2 Following proper consultation with the employees, or through the establishment of a training committee, the employer shall develop a training program consistent with:
- (a) The current and future needs of the enterprise.
 - (b) The size, structure and the nature of the operation.
- 17.3 Where it is agreed a training committee is to be established, committee should be constituted by equal numbers of employer and employee representatives. The objectives of the committee are to investigate and make recommendations on matters including but not limited to:
- (a) Formulation of a training program and availability of training courses and career opportunities for employees.

- (b) Dissemination of information on the training program and availability of training courses and career opportunities to employees.
 - (c) The recommending of individual employees for training and reclassification by Workplace Assessors.
 - (d) The selection of Workplace Assessors to be approved by the Training Committee, provided that approval shall not be unreasonably withheld if the Assessor has completed the appropriate external training.
 - (e) Monitoring and advising management and employees on the on-going effectiveness of the training.
 - (f) Exercise all other roles and responsibilities of the Learners' Panel.
- 17.4 Paid training leave in accordance with the agreed enterprise training plan will be provided. Where an employee undertakes such training it shall be conducted as far as practicable in the employee's usual working time. The employee will be paid for attendance or extra travel associated with such training.
- Company initiated training conducted outside ordinary hours shall be paid for at ordinary rates for the actual time spent training or travelling. Cargill will make every effort to conduct training during normal working hours and where this is not possible training will be voluntary. Employee initiated training, e.g. TAFE courses will be unpaid but subject to study assistance under company policy.
- 17.5 The employer shall reimburse fees, materials or any other reasonable costs associated with the training referred to in 17.4.
- 17.6 All apprentices and trainees shall continue to receive paid training. Such training shall meet the requirements of the Award and the industry training advisory board, resulting in a consistent national qualification.

Clause 18 - Disputes resolution procedure

- 18.1 Subject to the Industrial Relations Act 1996, any dispute shall be dealt with in the following manner:
- (d) Any grievance or dispute that arises shall, where possible, be settled by discussion on the job between the employee and the immediate supervisor.
 - (e) The representative of the union on the job and the appropriate supervisor shall attempt to resolve the matters in dispute.
 - (f) In the event of a failure to resolve the dispute at the job level, the matter shall be the subject of discussions between an organiser of the union and the workplace manager or their representative.

- (g) Should the dispute still remain unresolved either party may request that the secretary of the union or a representative shall confer with senior management or a representative.
- (h) In the event of no agreement being reached after following the preceding steps, the dispute shall be referred to the Industrial Relations Commission of New South Wales for resolution.
- 18.2 While the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- 18.3 The parties shall at all times, confer in good faith and without undue delay
- 18.4 During the discussions the status quo shall remain and work shall proceed normally in accordance with this agreement and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

Clause 19 - Alternative Rostered Hours

- 19.1 Over the life of this agreement it is likely that hours of work may need to change to meet customer requirements. The introduction of new shifts or the change of arrangements for existing shifts may occur according to the following guidelines. Such new shifts may include Saturday and Sunday work, 10 and 12 hour shifts, or other shift patterns as agreed between Cargill and the employees concerned through appropriate consultation.
- 19.2 Employees who have previously worked on any given shift shall receive one week's notice of change to go back to that shift. Employees who have not previously worked on a particular shift shall receive at least two week's notice prior to being required to work on a shift that is new to them. Less notice may be agreed to between the employee and Cargill.
- 19.3 It is the expectation of the parties to this agreement that there will be co-operation to staff alternative rostered hours. Staffing of alternative rostered hours will not be unreasonably required by the employer, or withheld by the employee, having regard to the employee's personal domestic circumstances and employees who may wish to volunteer to staff the hours.
- 19.4 The appropriate rate of pay for non-overtime hours worked on a Saturday or Sunday shall be time and a half or time and three quarters respectively. For an employee whose rostered hours include Saturday and Sunday, the appropriate rate of pay for overtime shall be:
- on the first non-rostered days in their pay week time and half for the first three hours and double time thereafter
 - on the second non-rostered day in their pay week double time all day

- 19.5 Employees will be paid a shift loading that is the average of all the applicable penalties across the employees roster cycle, and the loading will be paid with the employee's base rate for all purposes.
- 19.6 Superannuation will be paid according to the respective awards and legislation.
- 19.7 To facilitate the introduction of new shifts, and to appropriately manage shifts as currently in use, the award entitlements for annual leave, sick leave and long service leave will be converted pro rata to the appropriate number of hours
- 19.8 Sick leave will be deducted from the employee's entitlement in hours and the hours deducted will be the whole of the hours for which the employee was absent, ie 7.5 hours for a 7.5 hour shift or 12 hours for a 12 hour shift.
- 19.9 Where an employee is working on alternative rostered hours where a public holiday falls on a non-rostered day the employee will receive an alternative day in lieu at a time to be mutually agreed or a days pay at their shift rate. Where an employee works on a public holiday payment shall be in accordance with the employee's relevant award or previous enterprise agreement.

Clause 20 - Trade union training leave

- 20.1 Employees shall be entitled to paid trade union training leave in accordance with these provisions.
- 20.2 Leave is normally to be confined to workplace union delegates who have held such position for a period of not less than six months.
- 20.3 The company is to be consulted about the nature and content of a particular course before the leave is approved. Leave shall not be unreasonably withheld.
- 20.4 Leave is to be confined to 5 days per year, for each of four employees. Such leave is not to be cumulative.
- 20.5 The leave shall be paid for at the employee's ordinary time rate.
- 20.6 Applications for leave must be made to the company one month before the course commences.

Clause 21- Right of entry

- 21.1 All visitors, including union officials, are required to follow the Cargill Foods Australia security and visitor regulations when entering the premises.
- 21.2 Right of entry to union officials shall be observed in accordance with the Industrial Relations Act 1996 (NSW).

Clause 22 - Bank arrangements

- 22.1 Employees will be paid by electronic funds transfer. Payment will be made to the employees nominated bank account no later than Wednesday. The pay week will continue to be calculated from Monday to Sunday.
- 22.2 The Company will, in addition to charitable and statutory deductions, deduct upon request two additional deductions from an employee's wages, provided that for each deduction a minimum of fifteen, employees must request such deduction.

Clause 23 - Contract labour

- 23.1 The parties agree to consult with regard to the issue of contract labour and determine issues such as duration of use, types of employment and other conditions of employment prior to engagement.

Clause 24 - Consultative Committee

- 24.1 The plant will have a consultative committee to improve productivity, efficiency and to provide for the effective involvement of employees in the decision-making processes. The committee will consist of proportional representatives from across the site.
- 24.2 The objectives of the committee are to investigate and make recommendations on matters including but not limited to:
- (a) introduction of new technology
 - (b) changes to work organisation
 - (c) expansion and investment
 - (d) quality
 - (e) productivity improvement
 - (f) new management practices
- 24.3 Union representatives on the committee will have adequate time and access to the persons they represent:
- (a) prior to the Committee meetings to prepare for agenda items
 - (b) following Committee meetings to report back, when necessary, on issues discussed

24.4 Union representatives will be given access to information and documents relevant to issues being considered by the Committee. It is understood that matters that are in confidence or commercially sensitive will be treated appropriately.

24.5 Industrial matters that are in dispute will be dealt with by the disputes resolution procedure provided by in this agreement.

Clause 25 - Shortage of livestock

25.1 The shortage of livestock provision in the parent award shall not apply.

25.2 The stand down provisions of the parent awards shall apply, with the following exceptions:

- the stand down provisions of the production employees award may also include shortage of livestock reasons
- production employees will not be stood down for shortage of livestock reasons for any less than three days
- employees may access their annual leave, LSL and RDO entitlements

25.3 Days lost due to stand down provisions will not count for the purposes of calculating production averages.

Clause 26 - No Extra Claims

26.1 It is a term of this Agreement that the parties bound by this Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement.

Clause 27 - Signatories

THE COMMON SEAL of
CARGILL AUSTRALIA LIMITED

was hereto affixed in the presence of:



Ralph Selwood

Director

31 - MAY - 2000

Dated

Michael Kell

Secretary

THE COMMON SEAL of

AUTOMOTIVE, FOOD, METAL, ENGINEERING AND PRINTING AND KINDRED
INDUSTRIES UNION, NEW SOUTH WALES BRANCH

was hereunto affixed in the presence of:

[Signature]

Secretary

18/5/2000

Dated

[Signature]

Witness

**THE COMMON SEAL of
AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION
NSW BRANCH**

was hereunto affixed in the presence of:

C. Donzou
Secretary

19th MAY 2000.
Dated

[Signature]
Witness

Appendix 1: Classification Structure

- 1) Cargill Foods Australia – Wagga Wagga Plant has developed a classification system that broadbands the current labour classifications into a fully integrated competency based classification structure.
- 2) In developing the grading the Industry Training Guidelines for the Australian Meat Industry as developed by MINTRAC have been used.
- 3) The MINTRAC Guidelines have been adapted to make them site specific to the Cargill Foods Australia Wagga Wagga Plant. The competencies, tasks, key elements and performance criteria are contained in the *Cargill Foods Australia Classification Framework and Training Guidelines* that will be read in conjunction with this agreement.
- 4) Employees will be classified and paid according to skills and competencies demonstrated and required in the workplace.
- 5) An employee who is transferred to a new position and works in a role lower than their previous role will continue to be classified according to the highest level of skill and competency they have demonstrated.
- 6) An employee who no longer can demonstrate the skill or competency required for their role will be reclassified according to the highest level of they can currently demonstrate, and their pay will be adjusted accordingly.
- 7) Appropriately qualified and trained Workplace Assessors will conduct all assessments in accordance with the *Cargill Foods Australia Classification Framework and Training Guidelines*, and such assessments shall form the basis for determining classifications.
- 8) At each level of employment employees must attain the required number of skills, and be able to demonstrate ability in the minimum core competencies required for that level.

1. **Food Processor (Probationary)**

- 1) An employee at this level shall receive training in the Core Competencies for Food Processor Grade 1 under the *Cargill Foods Australia Classification Framework and Training Guidelines*.
- 2) New Employees entering at this level are undertaking structured, on the job, training.
- 3) Such training may include information about the establishment and the importance of its customers, familiarisation with the layout of the Establishment, occupational health and safety requirements, basic food and personal hygiene requirements, quality control or assurance production techniques, work procedures, career opportunities, requirements for markets, team building, team work and literacy and numeracy skills.
- 4) An employee shall remain at this level for a maximum 12 week period.

- 5) An Employee at this level works under supervision, works to defined procedures and is undertaking training including training sessions or modules which may enable the progression to Grade 1.

2. Food Processor, Grade 1

Prerequisites:

In order to be classified as a Food Processor Grade 1, an employee must:

- 1) Be assessed as competent in Compulsory Core Modules for Food Processor Grade 1 as provided for by the *Cargill Foods Australia Classification Framework and Training Guidelines*; and
- 2) Have attained between 200 and 370 points.

General Requirements:

- 1) An Employee at this level would work to detailed procedures performing routine processing tasks, work under supervision and exercise minimal judgment.
- 2) This may include learning a range of basic meat processing duties, and may include assisting in on the job training of other employees.
- 3) Individuals wishing to stay at this level or those wishing to progress to the next level shall be given the opportunity and training to do so.

3. Food Processor, Grade 2

Pre-requisites:

In order to be classified as a Food Processor Grade 2, an employee must:

Be assessed as competent in Food Processor Grade 1; and

- 1) Have attained between 370 and 530 points.

General Requirements:

- 1) An employee at this level has received on and/or off the job training which may include the attainment of trades qualifications or approved course certification including or equivalent to Meat Processing Certificate Level 2
- 2) An employee at this level has been trained and is proficient in a range of duties including the use of knives and operating machinery and exercises discretion within the scope of this level.
- 3) Training at this level will include product and/or customer requirements.

Employees will be taught a range of duties in one or more sections of the establishment.

Individuals wishing to stay at this level or those wishing to progress to the next level shall be given the opportunity and training to do so.

4. Food Processor, Grade 3

Prerequisites:

In order to be classified as a Food Processor Grade 3, an employee must:

- 1) Be assessed as Competent in Food Processor Grade 2
- 2) Attained in excess of 530 points
- 3) Be assessed as competent in accordance with the Cargill Foods Australia Classification Framework and Training Guidelines

General Requirements:

- 1) An Employee at this level has been trained and are proficient at a wide range of duties including work involving the use of knives or operating machinery.
- 2) An employee at this level has received on and/or off the job training which may include the attainment of trades qualifications or approved course certification including or equivalent to Meat Processing Certificate Level 2
- 3) An Employee at this level works under routine supervision, exercises discretion within the scope of this level, uses all relevant tools and equipment, understands and can perform to customer requirements, understands and can exercise basic quality assurance procedures and can assist in on the job training of other Employees.

5. Food Processor, Grade 4

- 1) An employee at this level has received on and/or off the job training which may include the attainment of trades qualifications or approved course certification including or equivalent to Meat Processing Certificate Level 3.
- 2) An Employee at this level has been trained and has a sound knowledge of quality assurance procedures and understands customer and product requirements. This level may include the use of computers or knowledge of carcass or product recognition or grading.
- 3) An Employee at this level works with little or no supervision, exercises discretion, has and may utilise numeracy and literacy skills, can operate all relevant equipment, co-ordinate work in a team environment and provides on the job training, of other Employees.
- 4) Skills at this level may include basic supervisory skills, advanced quality control techniques and procedures, advanced computer skills and clerical duties.
- 5) Be assessed as competent in accordance with the *Cargill Foods Australia Classification Framework and Training Guidelines*. Until the Guidelines are completed employees who were previously defined as slicers and hot neck boners will be deemed to be Food Processors Grade 4.

- 6) A Food Processor, Grade 4 may include a Learner Boner/Slaughterperson who is competent in an agreed number of tasks who is available to be utilised on a particular day when the team is short. A learner boner/slaughterperson shall only remain at Grade 4 for as long as required to complete the training to become a Food Processor Grade 5.

6. Food Processor, Grade 5

- 1) An employee at this level has received on and/or off the job training which may include the attainment of trades qualifications or approved course certification including or equivalent to Meat Processing Certificate Level 3.
- 2) An Employee at this level is responsible for assessing the quality of their work, ensures quality and customer requirements are met, trains other Employees and may assist in supervisory duties.
- 3) Be assessed as competent in accordance with the *Cargill Foods Australia Classification Framework and Training Guidelines*. Until the Guidelines are completed employees who were previously defined as slaughterpersons and boners will be deemed to be Food Processors Grade 5.

Appendix 2: Remuneration Structure

Ordinary Weekly Remuneration Structure

Classification	Amount
Food Processor (Probationary)	\$480.00 per week
Food Processor, Grade 1	\$500.00 per week
Food Processor, Grade 2	\$525.00 per week
Food Processor, Grade 3	\$550.00 per week
Food Processor, Grade 4	\$700.00 per week
Food Processor, Grade 5	\$750.00 per week

- 1) Existing production employees as at the date of certification of this agreement includes a service allowance, to be included in the base rate paid for all purposes, as defined by the document "Service Allowance" dated 27th March, 2000, agreed between the parties
- 2) Where a State Wage Case decision is handed down during the life of this agreement and such increase is applied to the employees parent awards, such rates will be passed on in full to the equivalent grading under this agreement.
- 3) The base trade equivalence for this agreement is taken to be Food Processor Grade 5 and Maintenance Tradesperson C9. The parties accept that during future Enterprise Agreement negotiations endeavours will be made by the parties to achieve pay parity between the trade equivalent employees.
- 4) At all times the remuneration scheme will be based on two principles: providing "a fair days wage for a fair days work" and "encouraging and rewarding continuous improvement". To ensure that all times employees only do work for which they
 - are provided with the appropriate time and resources,
 - which is safe,
 - work at which they are trained and competent; and
 - which is not intended to demean or deskill

the following principles have been established:

Production Average

Wage rates have been determined based on an average kill of 850 cattle per day.

- 1) To determine the average, each month will stand alone for the first three months from the date of certification. Thereafter, each rolling three months will constitute an average calculated on a daily basis. The daily production will average 850 cattle per day and may vary between 810 and 890 per day. At no time may the daily kill exceed 890 in ordinary hours. Production that falls below the minimum each day shall be deemed to be the minimum for the purpose of calculating the average.
- 2) For the purposes of the averaging system, non-production due to public holidays and company called meetings shall not counted.

Where the team size falls below 24 Slaughterpersons the daily average and the daily maximum required shall fall proportionately.

i.e. Slaughterfloor

24 slaughterpersons 810 minimum 850 average 890 maximum

23 slaughterpersons 774 minimum 815 average 855 maximum

22 slaughterpersons 740 minimum 779 average 817 maximum

and so on.

Where the team size in the Boning Room:

Non-JPN Production

the daily average shall be 19.44 bodies per boner, with appropriate minimums and maximums of 18.4 and 20.3 bodies per boner.

JPN Production

the daily average shall be 18.75 bodies per boner, with appropriate minimums and maximums of 17.8 and 19.7 bodies per boner.

- 3) Where the company has completed the kill as calculated by the production average and seeks to process additional cattle within ordinary hours, employees shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- 4) Cattle processed in excess of the average in accordance with clause 3) above shall not count towards the daily average.

Chain Speeds and Labour Levels

The company shall staff the chains with the correct number of boners/slaughterpersons to achieve the daily average.

