

# Castricum Food Service Pty Ltd Agreement - 2010

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## Part 1 – Application and Operation.

### 1 Title

This agreement is the Castricum Food Service Pty Ltd agreement – 2010

### 2 Commencement Date.

This agreement shall operate from 7 days after the notification that Fair Work Australia has passed the better off overall test and will conclude 36 months after that date.

### 3 Definitions and Interpretation

#### 3.1

NES means the National Employment Standards.

#### 3.2 Ordinary Hourly rate for overtime and other purposes.

For all purposes of this agreement, except where otherwise expressly provided:

- a) Ordinary hourly rate means the hourly rate of pay per week as defined in Appendix A.
- b) Time and a half means the ordinary hourly rate increased by 50%
- c) Double time means the ordinary hourly rate increased by 100%
- d) Time and a quarter means the ordinary hourly rate increased by 25%

#### 3.3

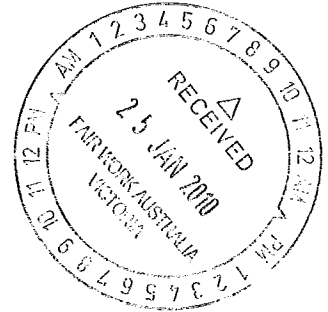
Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies.

### 4 Coverage

This agreement covers employees working at Castricum Foodservice Pty Ltd, who are covered by the Meat Industry Award 2010.

### 5 Access to the Agreement, Award and NES.

Copies of all these documents are located in the main office and are available to all employees. All employees are provided with a copy of the Agreement.



## **6 Relationship between his Agreement and all other Industrial Instruments.**

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

The provisions of this agreement operates to the exclusion of any and all awards or agreements registered or unregistered or any other transitional instrument.

## **7 Flexibility**

### **7.1**

Notwithstanding any other provision of this agreement, individual agreement can be made between an employee and the company to vary the application of certain terms in the agreement to meet the individual needs of both parties. The terms that can be varied are those concerning:

- a) Arrangements for when work is performed
- b) Overtime rates
- c) Penalty rates
- d) Allowances and
- e) Leave loading.

### **7.2**

The agreement must have been genuinely made without coercion or duress. The agreement will be in writing and signed by both parties. The employers copy will be kept in the employees personnel file. The intention of this provision is to ensure the employee is better off overall by entering into any allowable flexibility.

## **Part 2 – Consultation and Dispute resolution.**

## **8 Facilitative provisions**

### **8.1 Agreement to vary this agreement.**

Within this agreement the flexibility exists to vary conditions by either individual or majority agreement in accordance with the following table.

	Provision
Individual agreement	Transfer from one employment category to another
	Variation to hours for part –time employment
	Payment of wages
	Saturday and Sunday off during working cycle
	Meal breaks
	Shift transfers
	Change of roster at short notice

	Make-up time
	Time-off instead of payment for overtime
	Deferment of annual leave loading
	Time off instead of working public holiday
Individual or majority agreement	Ordinary hours for day workers on weekends
	Alteration to spread of hours for day workers
	Methods of arranging ordinary working hours
	Substitution of public holidays
Majority agreement of affected employees	Payment by results
	Rest breaks
	Operation of shift roster system
	Twelve hour days or shifts

### 8.3

Details of any agreements must be in writing, and ensure that they do not result in any detriment to the employees involved.

## 9 Consultation regarding major workplace change.

In the event of any significant changes affecting the employees covered by this agreement the changes will be discussed with the relevant employees as soon as possible to ensure there are no adverse impacts.

## 10 Dispute resolution

### 10.1

In the event of a dispute about a matter under this agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervision. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussion between the employees and more senior levels of management as appropriate.

### 10.2

If a dispute relating to this agreement is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to fair Work Australia.

### 10.3

The parties may agree on the process to be utilized by Fair Work Australia including mediation, conciliation and consent arbitration.

#### 10.4

Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure settlement of the dispute.

#### 10.5

An employee or employer may appoint another person to accompany and/or represent them for the purposes of this clause.

#### 10.6

While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to OH&S legislation an employee must not unreasonably fail to comply with any direction from the employer to perform work that is safe and appropriate for the employee to perform.

### **Part 3 – Types of Employment and Termination of employment.**

#### **11 Types of employment**

##### 11.1

Employees under this agreement will be employed in one of the following categories:

- a) Full-time
- b) Part-time
- c) Casual

##### 11.2

At the time of engagement the employee shall be informed of the terms of their engagement and the category they are being offered.

##### 11.3

Transfers from one category to another may be made by agreement between the parties.

#### **12 – Full time employment**

A full time employee is an employee who is engaged to work an average of 38 ordinary hours.

#### **13 – Part Time employment**

##### 13.1

A part-time employee is an employee who:

- a) Works less than full-time hours of 38 hours per week

- b) Has reasonably predictable hours
- c) Receives on a pro-rata basis, equivalent pay and conditions to those of a full-time employee who performs the same kind of work.
- d) All hours worked in excess of the hours mutually agreed will be overtime.

## **14 Probationary Period**

New employees hired under this agreement are subject to a six month probationary period.

## **15 Casual Employment**

### **15.1**

A casual employee is one who is engaged and paid as such, receiving a casual loading of 25% of the award rate in addition to the normal rate as listed in Appendix A.

### **15.2**

A casual employee will perform such work as the employer requires during the period of engagement.

### **15.3**

The minimum period of engagement of a casual will be 4 hours per day.

### **15.4**

Employment of a casual will terminate at the end of each day.

### **15.5**

The ordinary hours of a casual employee must not exceed 38 hours in any week.

### **15.6**

A casual employee who terminates their employment prior to the end of their ordinary working hours on any day will not be entitled to payment in respect of any time actually worked on that day.

### **15.7**

A casual employee working shifts will in addition to the casual loading be paid the appropriate shift penalty based on the ordinary hourly rate excluding the casual loading.

## **16 Termination of Employment.**

### **16.1**

Notice of termination is provided for in Appendix B.

## 16.2

The notice of termination required to be given by an employee is the same as required for an employer except for the additional notice based on the age of the employee concerned.

## 16.3

Where an employer has given notice of termination to an employee, the employee must be allowed up to one day's paid time off for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## 17 Redundancy

### 17.1

Redundancy pay is provided for in Appendix B.

### 17.2

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

### 17.3

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

### 17.4

#### Job Search Entitlement

- a) An employee given notice in circumstances of redundancy must be allowed up to one day's paid time off during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

## Part 4 Classifications, minimum wages and related matters.

## **18 Classifications and wages**

The classification structure and associated wages are detailed in appendix A.

Junior rates, Apprentices, National Training wage and School-based apprentices are not covered by this agreement, as they are not used. In the event that any consideration was made to use any of these categories the award provision would apply.

## **19 Allowances**

All allowances, including meal allowances, are absorbed into over award payments as detailed in Appendix A.

## **20 Higher Duties**

An employee working for two or more hours on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day and if less than this will be paid for 2 hours at the higher classification rate and their normal rate for the balance of the day.

## **21 Payment of Wages**

### **21.1**

Wages will be paid weekly into the employee's nominated account.

### **21.2**

Upon termination of employment, any wages owing to the employee will be paid on the day of termination or, at the employee's option, forwarded to them on the next working day.

## **22 Superannuation**

### **22.1**

The employer will pay the legislated amount of Superannuation into the fund of employee's choosing in accordance with the relevant legislation.

### **22.2**

Voluntary employee contributions.

An employee can, subject to the rules of the relevant Superannuation fund, elect to make additional payments to their fund either post-taxation or as Salary sacrifice in accordance with the relevant Taxation rules. These instructions must be in writing and can be varied by giving one month's notice to the employer.

In the event that the employee does not have another fund of choice payments will be made into the Australian Meat Industry Superannuation Trust (AMIST).

## **Part 5 – Hours of Work and Related Matters.**

### **23 Hours of work**

#### **23.1**

Maximum weekly hours are 38 hours per week on average and requests for flexible working arrangements are subject to employer approval.

#### **23.2 Ordinary hours of work**

- a) The ordinary hours of work are not to exceed 38 per week or an average of 38 per week not exceeding 152 hours in 28 days.
- b) The ordinary hours of work are to be worked continuously at the discretion of the employer, except for meal breaks or other breaks prescribed in the agreement.
- c) The maximum number of ordinary hours which may be worked on any day or shift must not exceed 10 hours.
- d) Any hours worked outside the spread of hours listed must be paid at overtime rates.
- e) The spread of ordinary hours is nominally 4.00am to 9.00pm, Monday to Friday and 4.00am to 6.00pm on Saturdays.
- f) The days on which ordinary hours are worked may include Saturday and Sunday subject to agreement between the employer and a majority of employees concerned. Agreement in this respect may also be reached between the employer and an individual employee.
- g) If agreement is reached the following are the minimum rates to be paid:
  - Between midnight Friday and Midnight Saturday – rate of time and a quarter :  
and
  - Between midnight Saturday and midnight Sunday – rate of time and a half.

#### **23.3 Working Patterns**

- a) Due to the hours of operation of the retail business it is expected that reasonable overtime will be worked to cover the hours the shop is trading.



## **24 Breaks**

- a) Meal breaks will be a minimum of one half hour and one twenty minute break for a full day taken as agreed between the employee and employer.
- b) Any employee who works through a meal break will be paid overtime rates for that period.

## **25 Shiftwork**

- a) Shift work may be worked under this agreement.
- b) Afternoon shift is any shift commencing at or after 2.00pm and finishing at or before midnight. An employee working this shift is entitled to an additional payment of 15% or the award rate for all ordinary hours.
- c) Night shift is any shift finishing subsequent to midnight and at or before 9.00am. An employee working this shift is entitled to an additional payment of 30% or the award rate for all ordinary hours.
- d) Shift workers will receive meal breaks as provided for day shift employees.
- e) Any variations to shift operations can be introduced subject to agreement.

## **26 Make-up time**

An employee may elect, with the consent of the employer, to work make-up time, under which the employee takes time off ordinary hours and works them at a later time, during the spread of ordinary hours provided in the agreement.

## **27 Overtime**

### **27.1 Entitlement to overtime and payment.**

- a) All time worked outside the spread of hours will be deemed to be overtime and will be paid for at time and a half for the first 3 hours and double time thereafter.
- b) Saturday rates will be paid at the nominated time and a half rate as listed in Appendix A for the first 3 hours and double time thereafter.
- c) All overtime worked on Sunday must be paid at double time with a minimum payment of four hours.

d) Any ordinary time worked on weekends will be paid at the rates nominated in 23.2 (g)

**27.2 Time off instead of payment for overtime.**

- a) 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.
- b) The overtime penalty will be paid to the employee at the time the overtime is worked. Only the ordinary time component can be banked and taken at a later stage. This provision is subject to employer consent.

## **Part 6 – Leave and Public Holidays**

### **28 Annual Leave.**

#### **28.1**

For each year of service an employee is entitled to 4 weeks of Annual Leave which accrues progressively. Annual leave does not apply to a casual employee.

#### **28.2 Payment for annual leave.**

- a) An employee under this agreement will be paid their ordinary time earnings that they would have earned had they not been on annual leave and annual leave loading if this is not incorporated into over award payments as defined in Appendix A.
- b) For the purposes of ascertaining ordinary time earnings for annual leave the following are not included
  - I. Incentive based payments
  - II. Bonuses
  - III. Loadings
  - IV. Monetary allowances
  - V. Overtime
  - VI. Penalty payments
  - VII. Any other separately identifiable amounts.
- c) In the event of an employee being engaged four weeks prior to the commencement of annual leave, or termination of employment , in two or more classifications entitling

the employee to different rates of pay, the wages to be paid to the employee will be the average of the weekly rates for the classifications in which the employee was engaged.

### **28.3 Annual Leave Loading**

An employee will receive an annual leave loading of 17.5% of the appropriate minimum wage unless this has been incorporated into ordinary hourly rate as listed in Appendix A.

No annual leave loading is due for a period of leave paid out which is less than one year. Leave loading is not payable on any leave cashed out and no leave can be cashed out if the remaining balance is less than 4 weeks.

### **28.4 Payment of annual leave on termination of employment.**

Where an employee leaves or is terminated by the employer during the course of any qualifying 12 month period the employer must pay the employee pro rata wages calculated at the rate of 2.93 hours for each completed week of work.28.5

## **29 Personal/carer's and Compassionate leave.**

An employee is entitled to 76 hours of paid personal/carer's leave per year which accrues progressively. Unused leave accumulates from year to year.

To qualify for payment the employee must provide the employer satisfactory evidence of their need to take personal/carer's leave. Medical certificates are required for all absences of 2 days or more or as requested by the employer.

The employer must be notified within the first 4 hours of the shift that the employee will be absent and the reasons must be given with an estimate of the time off required. It is the employee's duty to keep the employer informed in cases of extended absence and to regularly supply medical certificates.

Failure to notify the employer of absences may result in disciplinary action.

Unpaid carer's leave is provided for in emergencies but must be approved by the employer.

Compassionate leave of 2 days (paid) is available in the event of the death or life threatening injury or illness of an employee's immediate family. The employee may be required to provide suitable evidence.

## **30 Community Service Leave**

Community service leave is available for emergency situations for recognized services. Notification of the anticipated time required is to be given to the employer and evidence of attendance is required.

## **31 Public Holidays**

Public holidays as gazette in the state of Victoria are paid at the ordinary time rate based on the working pattern applicable at the time of the Public Holiday being taken. Part-time employees whose part-time hours do not include the day of the week on which the public holiday occurs will not be paid for the public holiday.

### **31.1 Substitution of public holidays**

An employer, with the agreement of the employee or employees concerned may substitute another day for any public Holiday.

### **31.2 Payment for work on public holidays**

Employees including casuals who work on:

- a) Christmas Day and Anzac Day will be paid at the double overtime rate as listed in Appendix A for all time worked.
- b) Good Friday will be paid for all time worked at the rate of time and a half for the first four hours and double time thereafter as per the overtime rates listed in Appendix A.
- c) Any other public holiday will be paid for all time worked at the rate of time and a half for the first two hours and double time thereafter as per the overtime rates listed in Appendix A.

For full time employees, the above payments will be in addition to the ordinary weekly, daily or hourly pay as appropriate.

### **31.3 Time off instead of public holiday rates.**

Notwithstanding any other provision of this clause when an employee agrees to work on a Public Holiday which is part of their ordinary working week, they will be paid at the rate prescribed by this clause for the particular holiday, or by agreement between the employee and the employer they may be paid the appropriate ordinary rate and given equivalent ordinary time off instead within 28 days of the holiday occurring unless other arrangements are agreed to by the employer and employee.

## **32 Long Service leave.**

Long Service Leave is provided for employees at the rate of 13 weeks after 15 years of service. Leave will be governed by the relevant legislation applicable at the time the leave is to be taken.

## Appendix A

	Ordinary hours	overtime rate @ 1.5	overtime rate @ 2	Award rate	ordinary hours rate	Weekly	Fortnightly ordinary hours
Butchers Grade 2	38	25.17	33.56	16.78	22.36	849.62	1699.241
Grade 1	38	25.17	33.56	16.78	20.83	791.62	1583.241
Level 7 Award	38	25.17	33.56	16.78	17.00	646.12	1292.241

	Ordinary hours	overtime rate @ 1.5	overtime rate @ 2	Overtime @1.25	Award rate	ordinary hours rate	Weekly	Fortnightly ordinary hours
Level 5	38	23.565	31.42	19.6375	15.71	16.70	634.60	1269
Level 4	38	23.145	30.86	19.2875	15.43	15.78	599.64	1199
Apprentice 2	38	16.365	21.82	13.6375	10.91	12.76	484.88	969

All butchers are Level 7 but Castrium Food Service have 2 above award Grades based on experience and performance.

Apprentice wages are based on the appropriate Award % of Level 7 and adjusted annually as the apprentice progresses.

Annual Increases.

Increases will be the annual decisions made by Fair Work Australia and its successors.

Annual Leave Loading is payable under this agreement at 17.5%

**Division 11—Notice of termination and redundancy pay**  
**Subdivision A—Notice of termination or payment in lieu of notice**

**117 Requirement for notice of termination or payment in lieu**

*Notice specifying day of termination*

(1) An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

Note 1: Section 123 describes situations in which this section does not apply.

Note 2: Sections 28A and 29 of the *Acts Interpretation Act 1901* provide how a notice may be given. In particular, the notice may be given to an employee by:

- (a) delivering it personally; or
- (b) leaving it at the employee's last known address; or
- (c) sending it by pre-paid post to the employee's last known address.

*Amount of notice or payment in lieu of notice*

(2) The employer must not terminate the employee's employment unless:

- (a) the time between giving the notice and the day of the termination is at least the period (the *minimum period of notice*) worked out under subsection (3); or
- (b) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

(3) Work out the minimum period of notice as follows:

(a) first, work out the period using the following table:

**Chapter 2 Terms and conditions of employment**

**Part 2-2 The National Employment Standards**

**Division 11 Notice of termination and redundancy pay**

**Section 118**

*130 Fair Work Act 2009*

**Period**

**Employee's period of continuous service with the employer at the end of the day the notice is given**

**Period**

- 1 Not more than 1 year 1 week
- 2 More than 1 year but not more than 3 years 2 weeks
- 3 More than 3 years but not more than 5 years 3 weeks
- 4 More than 5 years 4 weeks

(b) then increase the period by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.

## **118 Modern awards and enterprise agreements may provide for notice of termination by employees**

A modern award or enterprise agreement may include terms specifying the period of notice an employee must give in order to terminate his or her employment.

### **Subdivision B—Redundancy pay**

#### **119 Redundancy pay**

##### *Entitlement to redundancy pay*

- (1) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
- (a) 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
  - (b) because of the insolvency or bankruptcy of the employer.

Note: Sections 121, 122 and 123 describe situations in which the employee does not have this entitlement.

Terms and conditions of employment **Chapter 2**

The National Employment Standards **Part 2-2**

Notice of termination and redundancy pay **Division 11**

Section 120

*Fair Work Act 2009 131*

##### *Amount of redundancy pay*

- (2) 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:

##### **Redundancy pay period**

**Employee's period of continuous service with the employer on termination**

##### **Redundancy**

##### **pay period**

- 1 At least 1 year but less than 2 years 4 weeks
- 2 At least 2 years but less than 3 years 6 weeks
- 3 At least 3 years but less than 4 years 7 weeks
- 4 At least 4 years but less than 5 years 8 weeks
- 5 At least 5 years but less than 6 years 10 weeks
- 6 At least 6 years but less than 7 years 11 weeks
- 7 At least 7 years but less than 8 years 13 weeks
- 8 At least 8 years but less than 9 years 14 weeks
- 9 At least 9 years but less than 10 years 16 weeks
- 10 At least 10 years 12 weeks

## **120 Variation of redundancy pay for other employment or incapacity to pay**

- (1) This section applies if:
- (a) an employee is entitled to be paid an amount of redundancy pay by the employer because of section 119; and
  - (b) the employer:
    - (i) obtains other acceptable employment for the employee; or
    - (ii) cannot pay the amount.
- (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.

(3) The amount of redundancy pay to which the employee is entitled under section 119 is the reduced amount specified in the determination.

**Chapter 2** Terms and conditions of employment

**Part 2-2** The National Employment Standards

**Division 11** Notice of termination and redundancy pay

Section 121

*132 Fair Work Act 2009*

**121 Exclusions from obligation to pay redundancy pay**

(1) Section 119 does not apply to the termination of an employee's employment if, immediately before the time of the termination, or at the time when the person was given notice of the termination as described in subsection 117(1) (whichever happened first):

(a) the employee's period of continuous service with the employer is less than 12 months; or

(b) the employer is a small business employer.

(2) A modern award may include a term specifying other situations in which section 119 does not apply to the termination of an employee's employment.

(3) If a modern award that is in operation includes such a term (the **award term**), an enterprise agreement may:

(a) incorporate the award term by reference (and as in force from time to time) into the enterprise agreement; and

(b) provide that the incorporated term covers some or all of the employees who are also covered by the award term.



Castricum Foodservice Pty Ltd Bargaining Representatives

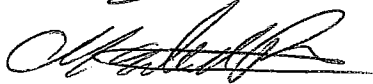
Employee Representatives

Friday, 22 January 2010

Chris May



Malcolm Pillar



Jimmy Saunders

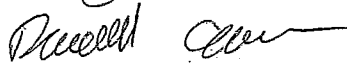


Chris Money

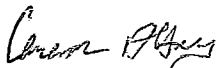
Billy Canham



David Cameron



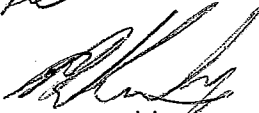
Cameron D'Arcy



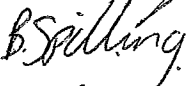
Tom Selby



Mick Keeley



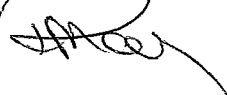
Belinda Spilling



Chelsea Burrige

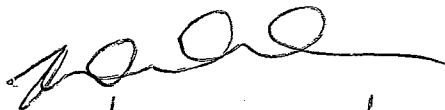


Roslyn May



Company Representatives

Kerr Griffin



Mandi Bryant

