
AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LK Agreement with employees (Division 2)

S. Kidman & Co Ltd

S. KIDMAN & CO LTD CERTIFIED AGREEMENT 2004
(Wages rates updated to January 1 2012)

1. Title

This Agreement will be known as the “S. Kidman & Co Ltd Certified Agreement 2004”
(**Agreement**).

2. Arrangement

1. TITLE	1
2. ARRANGEMENT	1
3. PARTIES AND SCOPE	2
4. PURPOSE OF THE AGREEMENT	3
5. DEFINITIONS	3
6. CONTRACT OF EMPLOYMENT	4
6.1. EMPLOYMENT ENGAGEMENT:	4
6.2. PROBATIONARY EMPLOYMENT PERIOD:	4
6.3. PERIODIC EMPLOYEES:	5
6.4. PART-TIME EMPLOYEES:	5
6.5. CASUAL EMPLOYEES:	5
6.6. FLEXIBLE PERFORMANCE OF WORK:	5
7. PAY RATES, EMPLOYEE CATEGORIES AND COMPETENCY CLASSIFICATION SYSTEM	6
7.1. MINIMUM DAILY PAY RATES AND LEVEL STRUCTURE:	6
7.2. PRIMARY POSITIONS AND COMPETENCY LEVELS	7
8. WORK PERIODS	14
9. WORKING HOURS AND BREAKS	15
9.1. HOURS OF WORK:	15
9.2. BREAKS:	16
9.3. SATURDAY AND SUNDAY WORK:	16
9.4. TIME IN LIEU:	17
10. PAYMENT OF WAGES	17
11. LEAVE	17
11.1. PUBLIC HOLIDAYS:	17
11.2. ANNUAL LEAVE:	18

11.3. SICK LEAVE:.....	19
11.4. LONG SERVICE LEAVE:.....	20
11.5. BEREAVEMENT LEAVE:	20
12. ACCOMMODATION & BOARD.....	20
13. TRAINING	21
14. FIRST AID FACILITIES AND MEDICAL SUPPLIES.....	21
15. HORSE RIDING EQUIPMENT MAINTENANCE.....	21
16. TOOLS.....	21
17. SUPERANNUATION.....	22
18. TERMINATION OF EMPLOYMENT	22
18.1. NOTICE OF TERMINATION:	22
18.2. REDUNDANCY OR SEVERANCE:	22
19. INTERACTION OF AGREEMENT WITH AWARDS, OTHER AGREEMENTS AND ORDERS AND DURATION OF AGREEMENT.....	23
19.1. COMPLETE AGREEMENT:.....	24
19.2. DURATION:.....	24
19.3. NO EXTRA CLAIMS.....	24
20. DISPUTE RESOLUTION PROCEDURE.....	24
21. ANTI DISCRIMINATION	24
22. SIGNATORIES TO THE AGREEMENT.....	25

3. Parties and Scope

- 3.1. The parties to the Agreement are:
- (a) S. Kidman & Co Ltd (ACN 007 872 317) (**Company**); and
 - (b) All employees of the Company who fall within the scope and classifications of this Agreement.
- 3.2. This Agreement operates in all States and Territories of the Commonwealth of Australia.
- 3.3. This Agreement replaces in their entirety all awards, industrial agreements or orders applying to the Company or its employees including, but not limited to the *Northern Territory Cattle Industry Award 2001* and *Pastoral Industry Award 1998* and all other such awards, agreements or orders, whether State or Federal.
- 3.4. This agreement does not cover Station Managers, Outstation Managers, employees of Tungali Feedlot or staff not based on Pastoral Cattle Stations. Pastoral cattle stations purchased by the Company after the commencement of this Agreement will also be covered by this Agreement.

4. Purpose of the Agreement

The Agreement is based on recognised competencies in the cattle station industry. The Agreement aims to combine a flexible and productivity focused approach to its work programs with a remuneration system designed for the mutual benefit of both the employees and the Company.

Flexibility is required for the highly seasonal demands of cattle station operations and serves to maintain and improve the Company's performance as well as enhancing lifestyle and leisure opportunities for all employees. Such a flexible system is designed to deliver the following key benefits to employees:

- (a) Remove the award junior/adult wage structure and replace it with a competency based system which recognises and rewards consistent delivery of commercial level competencies in the remuneration system;
- (b) Adopt work practices incorporating regular paid health and hygiene breaks aimed at reducing fatigue and hence the likelihood of personal injury. Such breaks will ensure adequate opportunity for essential personal health and hygiene matters to be attended to by each employee.
- (c) Enhance employee lifestyle opportunities by operating a leave system that allows for leave entitlements to be utilised when it suits both the employee and the Company.
- (d) Allow annual leave entitlements sufficient to cover the seasonal summer shutdown for operations in non-tropical areas.
- (e) Provide standard Long Service Leave entitlements across the country.

5. Definitions

- (a) "**Company**" shall mean S. Kidman & Co Ltd (ACN 007 872 317).
- (b) "**Commission**" shall mean the Australian Industrial Relations Commission or its successor.
- (c) "**NES**" is the National Employment Standard, as created by the Fair Work Act 2009.
- (d) "**Permanent Employee**" shall refer to a person engaged continuously and paid fortnightly or monthly on a daily pay rate. Such a person is subject to the terms and conditions specifically applying to Permanent Employees within this Agreement as well as all terms and conditions having general application to all employees covered by this Agreement.
- (e) "**Periodic employee**" shall refer to a person engaged to work for a fixed period or specified task (generally being a Season or part of a Season), not exceeding 12 months on a full time or part time basis and paid either fortnightly or monthly on a daily pay rate. Such a person is subject to the terms and conditions specifically applying to Periodic employees within this Agreement as well as all terms and conditions having general application to all employees covered by this Agreement.
- (f) "**Casual Employee**" shall refer to a person engaged on either a daily or an hourly basis. Such a person is subject to the terms and conditions specifically applying to Casual Employees within this Agreement. Casual employees will receive a loading of 25% of the day rate applicable. A

casual employee is not entitled to receive any other benefits defined for employees within this Agreement including but not limited to annual leave, public holidays, the expectation of ongoing employment, sick leave and long service leave.

- (g) “**Primary Position**” shall refer to the primary function or task that an employee is engaged to perform.
- (h) “**Season**” broadly refers to the peak period of operation for a particular station. In the north, this is generally from the cessation of the wet season to the commencement of the next wet season (approximately early-March to November of each year), and in the South, this is generally from February through to mid December of each year. For the purpose of this Agreement, the length of each Season shall be determined by the Manager of each worksite, but shall not exceed twelve months.
- (i) “**Trainee**” shall refer to an employee who is engaged under a certificate II traineeship, as defined in the *National Training Wage Award or its successor Modern Award*.

6. Contract of Employment

6.1. **Employment engagement:**

- (a) An employee under this Agreement will be employed as a Permanent, Periodic or Casual employee.
- (b) The basis of employment shall be full-time, part-time or casual.
- (c) Each employee shall receive written confirmation of the type and basis of employment along with all other employment terms and conditions relevant to their specific engagement under this Agreement. Any subsequent variations to the type and basis of employment shall be mutually agreed and always confirmed in writing.

6.2. **Probationary employment period:**

- (a) Probationary employment periods shall apply to all employees.
- (b) Probationary employment period shall be three months, except for an employee appointed to the position of Head Stockman, where the probation shall last for a period of six months.
- (c) During the probationary period employee performance will be continually monitored and assessed.
- (d) Notice must be provided to the employee at or prior to the expiry of the probationary period if employment is not to continue beyond the probationary period.
- (e) During the probation period, either party may terminate the employment by giving at least one day's notice or the Company may make payment in lieu of.

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- (f) If, during a probationary period it becomes apparent that the employee is unable to display the appropriate competencies corresponding to their level of employment, the manager may reclassify the employee to a more appropriate level. In order to reclassify the employee, the manager must:
 - (a) Notify the employee in writing of the reclassification
 - (b) Consult with the employee, giving the employee an opportunity to express their opinion on an appropriate level of competency.

6.3. Periodic Employees:

- (a) A Periodic employee shall enjoy all the benefits of a Permanent employee unless varied by this clause or elsewhere in this Agreement.
- (b) Periodic employees shall be deemed to be employed for a fixed term or specified task, and will receive pro-rata wages, allowances and leave entitlements as stipulated within this Agreement.
- (c) A Periodic employee who, on completion of their agreed work period, is offered and accepts a further fixed term work period, is deemed to not be employed by the Company for the period between the two fixed term periods, but will not have their continuity of service broken by their absence. This clause does not affect the rights of such an employee to use accrued leave immediately following the completion of their agreed fixed term work period.
- (d) For the avoidance of doubt, a Periodic employee shall not be entitled to notice, redundancy and severance pay following completion of their agreed fixed term work period.

6.4. Part-time Employees:

Part-time employees will receive pro-rata wages, allowances and leave entitlements as stipulated within this Agreement.

6.5. Casual Employees:

- (a) A Casual employee engaged by the day will receive a 25% loading on the applicable daily pay rate for Periodic and Permanent employees.. A Casual employee engaged by the hour will receive an hourly rate of 1/8 of the applicable Daily Rate, plus a 25% loading.
- (b) A casual employee is not entitled to receive any other benefits defined for other employees within this Agreement including but not limited to annual leave, public holidays, sick leave, regular rostering, the expectation of ongoing employment and long service leave entitlements.

6.6. Flexible performance of work:

- (a) The Company may, on a temporary basis, require an employee to carry out a higher or lower level task or function that is within the employee's competence and which is safe for the employee to perform, even if it is outside the employee's Primary Position. This flexibility is needed on stations to ensure that all work programs can be completed in a productive and timely manner. The minimum pay rates in this Agreement make allowance for the value placed by the Company of employees from time to time working on higher level tasks outside their primary engagement

and so in such circumstances an employee will remain on his current pay rate for completion of such temporary tasks.

- (b) Employees will, from time to time, be expected to undertake on the job training, and where required off site training to enhance their competencies and to ensure they are able to meet occupational health and safety requirements and environmental compliance obligations.
- (c) Employees who do not attend for work when required or who do not perform the work that the Company lawfully and reasonably directs them to do will not be paid for the time that they did not attend or did not perform the work as directed.

7. Pay Rates, Employee Categories and Competency Classification System

7.1. Minimum Daily Pay Rates and Level Structure:

- (a) The minimum daily pay rates are the same for Periodic and Permanent employees and when combined with other benefits elsewhere in this Agreement incorporate all overtime payment for Saturday work, and other overtime (except as provided in clause 9.3), as well as compensation for award district allowances and all other award based allowances, loadings and disabilities other than those set out elsewhere in this Agreement.

The following minimum daily pay rates and levels replace all award based minimum pay rates and levels including the replacement of junior pay rates and levels.

Competency Levels	Minimum Daily Pay Rate from 1.1.12
Trainee/Under 17 years	\$94.00
Level 1	\$118.00
Level 2	\$128.00
Level 3	\$145.00
Level 4	\$162.00
Level 5	\$180.00
Level 6	\$210.00

- (b) The minimum daily pay rates will be increased during the life of the Agreement as follows: On December 31 each year, all rates of pay shall be increased by 2.5%.
- (c) During the life of the Agreement, the Company may offer an employee covered by this Agreement the opportunity to be placed on a fixed annual salary. If an employee accepts the offer, the fixed salary conditions will not be less favourable when taken as a whole than the minimum daily pay rates and other conditions of employment provided by this Agreement. An employee who has elected to accept permanent salaried status conditions may elect at any time to return to the conditions provided by this Agreement.

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- (d) An employee under the age of 17 years may be remunerated at 80% of the Level 1 rate.
 - (e) A Level 2 Trainee may be remunerated at 80% of the Level 1 rate.
 - (f) An employee shall be entitled to half of the rates specified in clause 7.1(a) for working a half day.

7.2. Primary Positions and Competency Levels

- (a) Employees covered within the scope of this Agreement are classified into the following Primary Positions:
 - Stock Camp Personnel
 - Cooks
 - Machinery Operators and Maintenance Personnel
 - Bore Maintenance Personnel
 - Administration Personnel
 - Other General Support Personnel
- (b) The Company will classify each employee firstly by Primary Position and then by the competency level defined in this section within that Primary Position. Engagement into a new competency level is always subject to a position being available. Competency level selection will be through the application of definitions appearing in this section.
- (c) Competency level definitions within employee categories have been set as follows:

(1) Stock Camp Personnel

This employee category covers all stock camp personnel from entry level to Head Stockpersons

Level 1 - Entry

This is the entry level for new entrants to the industry. Staff at this level are expected to be willing to work in the environment and be willing to learn as they develop the competencies outlined below. Direct supervision will be required as new tasks are undertaken, and Level 1 staff must be able to follow instructions.

Specific Competencies:

- (i) Possess basic vocational literacy, and;
- (ii) Be sufficiently numerate and literate to correctly interpret warning labels and instructions on machinery, chemicals and other hazardous substances in the workplace.
- (iii) Is able to adopt safe working practices, and;
- (iv) Can perform basic cattle husbandry tasks including:
 - Identify cattle
 - Handle & work cattle in yards in a quiet and efficient manner
 - Basic branding, castration, dehorning, and implanting of growth promotants
 - Preparation and maintenance of branding, marking and implanting equipment.
 - Muster & move cattle, and;
- (v) Can perform basic horse husbandry tasks including:

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- Identify a stock horse
 - Catch, saddle and ride a quiet stock horse
 - Feed a stock horse
 - Groom a stock horse
 - Clean and care for the feet of stock horses
 - Care for equipment and saddlery
 - Notice and report to the supervisor any injury, sickness or any other condition out of the ordinary relating to their horse, and;
- (vi) Can provide support for basic repair of plant and equipment, including:
- Cleaning and minor servicing of water troughs
 - Can check oil, water, fuel and battery levels in vehicles and adjust if required
 - Can check tyre condition and pressure on vehicles
 - Observe and report if something is "making a strange or different noise", and;
- (vii) Can perform basic motorcycle tasks including:
- Safely riding the motorcycle (if holding an appropriate licence) with a speed and style appropriate for the terrain
 - Perform basic repairs, including tyre repairs, and;
- (viii) Can manage stock control structures, including:
- under supervision, construct and maintain fence lines
 - Straining wires, driving posts, tie wire knots, roll used wire, and;
- (ix) Can perform basic domestic duties, including:
- Assisting with butchering
 - Able to cook a basic camp meal.
- (x) May be required to assist other employees performing duties in other Primary Positions

Level 2

Staff at this level have one or more years' experience in the industry, and are competent at performing basic tasks and are developing more advanced skills.

Specific Competencies:

- (i) Is fully competent at Level 1, and;
- (ii) Works under supervision, and;
- (iii) Possesses a current driver's licence and is a competent vehicle driver and motorcycle operator
- (iv) Can use hazardous substances safely, and;
- (v) Has completed a Certificate II traineeship or can display equivalent competencies, and;
- (vi) Has a sound understanding of workplace health and safety requirements relevant to their employment, and;
- (vii) Can perform routine maintenance to stock water supply equipment, including:
- Carry out visual checks on bores, dams, troughs, tanks, pipelines etc and carry out minor repairs, and;
- (viii) Can carry out basic repair of plant and equipment
- Operating small engines, pumps and motorised equipment
 - Can perform simple welding tasks
 - Can perform daily and routine checks, adjustment and maintenance of station vehicles, and;
- (ix) Can perform routine cattle husbandry tasks, including:
- Show proficiency in branding, castration, dehorning, and implanting of growth promotants

- Simple drafting cattle to an acceptable standard
 - Assisting with selection and breeding
 - Able to "mother up" calves
 - Exhibiting knowledge and practical skill in the education of weaners, and;
- (x) Can perform basic horse husbandry tasks including:
- Able to ride a "handled" colt, and develop such a colt
 - Able to shoe to an acceptable standard, and;
- (xi) Can manage stock control structures, including:
- Construct fence lines
 - Inspect and repair fences
 - Construct and repair flood gates
 - Display knowledge of the application of different materials for various fencing applications
 - Repair cattle yards, and;
- (xii) Can perform basic domestic duties, including:
- Recognition of simple cuts and the ability to remove them while butchering
 - Able to cook a simple camp meal.

Level 3 - Senior Station Hand

Staff at this level have two or more years experience in the industry, and are competent at performing station tasks without supervision and are developing supervisory skills.

- (i) Is fully competent at Level 2, and;
- (ii) Can undertake the normal duties without supervision, and;
- (iii) Can plan daily work routines, and;
- (iv) Can follow OH&S procedures, and;
- (v) Has completed a Certificate III traineeship or can display equivalent competencies, and;
- (vi) Can communicate effectively with other staff, including record keeping, and;
- (vii) Can supervise level 1 and level 2 staff, and;
- (viii) Can perform advanced cattle husbandry tasks, including:
- Perform branding, castration, dehorning, and implanting of growth promotants to required company standard
 - Condition score cattle
 - Estimate weights of cattle
 - Weigh & record live weights of cattle
 - Determine Health & pregnancy status of cattle
 - Carry out established breeding plans
 - Demonstrate ability to plan a muster for a paddock
 - Load & Unload cattle without supervision, and;
- (ix) Can perform advanced horse husbandry tasks, including:
- Break in stock horses
 - Trim hooves
 - Prepare/shape a factory made shoe & shoe a horse
 - Identify common ailments of horses
 - Supervise horse work of Level 1 & 2 staff, and;
- (x) Can repair plant and equipment, including:

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- Install & operate small engines, pumps and motorised equipment
 - Can perform basic arc and oxy-acetylene welding tasks
 - Can perform daily and routine checks, adjustment and maintenance of station vehicles, and;
- (xi) Can perform routine maintenance to stock water supply equipment, including:
- Pulling bores and syphon pumps, and;
- (xii) Can manage stock control structures, including:
- Design and construct fencing, and;
- (xiii) Can perform basic property management, including:
- Monitoring weather conditions
 - Observe and report on land and environmental conditions on the property
 - Determining herd health and welfare strategies
 - Implementing stock husbandry practices, and;
- (xiv) Can perform domestic duties, including:
- Butchering a complete beast with limited supervision
 - Able to plan and cook a basic nutritious camp meal.

Level 4 -Advanced Station Hand

Staff at this level have demonstrated competence at Level 3, and have well developed skills in speaking, listening, literacy and numeracy. These staff will be able to proficiently act as Head Stockperson in their absence.

Level 5 –First Year Head Stockperson

Staff at this level have demonstrated competence at Level 4, and have taken on the role of Head Stockperson for the first time within the company.

Level 6 Head Stockperson

- (i) Is fully competent at Level 4, and;
- (ii) Supervises and implements timely herd management including:
- Assists the manager with the development of sales programs in response to seasons and markets
 - Implements branding, weaning, culling, sales and herd health programs
 - Segregates livestock classes and allocates stock to the appropriate paddocks, and;
- (iii) Assists with the development and implementation of station financial budgets, including:
- assisting with the development of the annual livestock sales program
 - forecasting operating expenses
 - assisting in planning and costing capital improvements, and;
- (iv) Monitors and responds to land and environment issues on the property, including:
- Pasture spelling
 - Weed and pest animal control
 - Soil erosion
 - Fire management
 - Drought preparedness
 - Nature conservation and public access, and;
- (v) Manage staff, taking responsibility for, or assisting with:
- Recruitment and termination

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- Induction
 - Allocation of tasks and responsibilities
 - Occupational health and safety
 - Equal opportunity, bullying and harassment
 - Training, motivation and encouragement
 - Staff comfort, well being and dispute resolution, and;
- (vi) Maintain and develop facilities and improvements upon the property, including:
- Vehicle and machinery maintenance and repair
 - Supervising contracts for construction and maintenance of buildings, yards, water points and roads, and;
- (vii) Purchase materials, rations and parts necessary for the smooth running of the property, according to arrangement agreed with the manager, and;
- (viii) Maintain good verbal and written communication with the Station Manager and maintain records on:
- Livestock;
 - Staff;
 - Land, improvements and assets;
 - Machinery servicing;
 - Purchasing and stores on hand.

(2) Cooks

The appropriate level for a cook is determined by the number of employees that meals are generally prepared for.

Level 1 Entry level or no established competencies

Level 2 Cooking for 2-5 Employees

Level 3 Cooking for 6-12 Employees

Level 4 Cooking for more than 12 Employees

A Cook from Level 2 to 4 will have the following competencies:

- Able to plan menus, order supplies and prepare meals which are nutritious, tasty and varied, and
- Will in addition to the number of employees listed above, be able to cater for visitors to the property, and
- Able to maintain cooking areas and utensils in a clean, tidy and hygienic condition, and
- Station cooks will maintain the kitchen, dining room, coolroom, store room and meat house in a clean, tidy and hygienic state, and
- Camp cooks will maintain the cooking equipment and any facilities provided in a clean, tidy and hygienic state, and
- Other duties as required

(3) Machinery Operators and Maintenance Personnel

Level 3 - Entry Level

Staff at this level will demonstrate an aptitude for the machinery and a willingness to learn about the machine and its operation.

Level 4 - Unqualified Operator

Staff at this level will be fully competent in the operation and maintenance of the machine and its operation, including being able to:

- Performs work under limited supervision
- Show proficiency in machinery operation and maintenance
- Understand and apply quality control techniques
- Be responsible for the quality of their own work & where the situation arises responsible for those under their instruction.
- Be responsible for the maintenance and condition of the machinery under their control.
- Be willing to operate unsocial hours where needed. (e.g controlling fires, carting stock , desilting etc)
- Be able to locate and recall details of station paddocks, watering points, roads, yards and fence lines.
- Camp out where required.

Level 5 - Ticketed Operator

Staff at this level will be fully qualified as machine operators, and will demonstrate full competence at operating the machine in the station environment, including all the competencies of an unqualified operator listed above.

Level 4 - Pilot/Station Hand – entry level

Pilots starting with the company that do not have a mustering endorsement or are not yet fully competent at mustering operations may commence at level 4

Level 5 - Pilot/Station Hand

To be employed to fly a company aircraft, a pilot requires:

- A commercial pilots' licence, and
- A minimum of 300 hours flying experience, and
- The appropriate endorsements and/or type certification for the aircraft to be flown, and
- To meet any other obligations imposed by the insurer of the company aircraft, and
- A mustering endorsement. before engaging in mustering operations.

When not flying the aircraft, the pilot will work in the stock camp as directed, with a view to becoming fully competent at the Stock Camp Level 3.

(4) Bore Maintenance Personnel

Level 3 Bore Runner

A Bore Runner must:

- Perform under limited supervision

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- Have good communication skills
 - Have a sound mechanical knowledge of motors, pumps and windmills.
 - Be able to maintain and service equipment under their control
 - Must be proficient in maintaining adequate water levels for stock
 - Ensure stock have clean water at all times. (eg clean troughs etc)
 - Be able to maintain fences around watering points.
 - Be able to take instruction from senior staff
 - Be able to observe and report on any abnormalities associated with their job. (e.g sick cattle, vehicle movements etc)
 - Be willing to work unsocial hours when required
 - Be flexible to move into other work areas or perform tasks unrelated to bores if required.

Level 5 Bore Mechanic

- Perform under limited supervision
- Have good communication skills
- Hold an appropriate trade qualification
- Be responsible for the training of other staff
- Operate in a safe manner so as to minimise the risk of injury to oneself and any persons under their control.
- Have a sound mechanical knowledge of bores, engines, pumps and both Southern Cross and Comet Windmills
- Be able to carry out any maintenance required on the above mentioned
- Be responsible for the maintenance of the vehicle and equipment he/she uses
- Be flexible to work in other areas when required and to do other tasks not related to bore mechanics
- Be willing to work unsocial hours were required
- Be competent at using and operating all equipment associated with the maintenance of bores.

(5) Administration Personnel

Level 3 - Bookkeeper

Bookkeepers are required to organise and run the administration of station, including:

- Check accounts from suppliers for accuracy and arrange payment in a timely manner;
- Record payments and forward information to Adelaide Office;
- Maintain records for payroll, cattle care and stock numbers as required;
- Induct new employees;
- Forward payroll information to Adelaide Office within the deadlines;
- Organise the station office, including filing systems to allow efficient operation;
- Other administrative tasks as required.

(6) Other General Support Personnel

Level 2 Home Tutor

- Teaching station children as per curriculum;

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- Preparation of extra lessons if necessary;
 - Keep classroom organised, clean and tidy;
 - Keeping own quarters and laundry facilities clean and tidy;
 - Alternative duties around the station may be necessary eg light domestic and helping in the kitchen;

Level 3 Experienced Home Tutor

- Is fully competent at Level 2 with a minimum of two years experience as a Home Tutor

Level 3 Entry Level Qualified Teacher

- Competencies as per an unqualified teacher;
- Will possess a recognised teaching qualification.
- Has limited teaching experience

Level 4 Qualified Teacher

- Competencies as per an unqualified teacher;
- Will possess a recognised teaching qualification.

Level 2 Gardener

- Maintain the grounds around the homestead to a standard agreed with the manager
- Other duties as required.

Level 2 Homestead Maintenance

- Maintain the grounds, equipment and facilities around the homestead to a standard agreed with the manager;
- Other duties as required.

Level 3 Homestead Maintenance

- Competencies as per Level 2
- Higher skill level than Level 2, which may extend to some trade skills

8. Work Periods

It is the intention of this Agreement, in accordance with industry practise, that the basic unit of employed time shall be by the day, rather than the hour. The calculations of fair reward for employees under this Agreement have been made on this basis.

- (a) An Employee may be required to work from 5 to 7 days per week in accordance with the requirements of their role, but always subject to occupational health and safety obligations and the following:
- (1) Continuous work periods shall not exceed 13 days, except when the work cycle demands up to a maximum of 20 days;
 - (2) A minimum of one full day break must be taken between work periods;
 - (3) Within each continuous 13 day working period an employee will receive a half day paid hygiene break on a day nominated by the manager. Such breaks shall be used by an employee to attend to a range of personal domestic matters to maintain adequate health and hygiene standards as well as a period of rest designed to reduce workplace fatigue.

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- (4) For the purpose of this Agreement a half day means either the period before 12 noon or the period after 12 noon, whichever is nominated by the manager, and is to be taken at the workplace at a location nominated by the manager;
 - (5) For avoidance of doubt, half day paid hygiene break entitlements are additional to minimum breaks required to be taken between continuous work periods described in (2) hereof.
 - (6) Work periods may exceed the guidelines above in difficult or exceptional circumstances or where the safety or sound management of livestock, people or property is in question.
 - (7) When work periods exceed the guidelines above, an employee will receive a half day in lieu for a continuous 13 day working period that did not contain a hygiene break. In addition, employees will receive a day in lieu for working the 21st continuous day of a work period, and an extra day in lieu every 7 days worked continuously thereafter.
- (b) The Company may from time to time, at their discretion and after consultation with an employee, nominate time-in-lieu or annual leave work breaks for recreational purposes. An employee nominated to take time off must do so in accordance with that consultative process and the Company's determination.
 - (c) In the event of a short term disruption to normal scheduled work due to adverse weather conditions, alternative work within an employee's competency range may be found, but also including general maintenance and other related tasks. In the absence of any alternative work, an employee will be paid at their current daily rate for idle time incurred in these circumstances up to a maximum of 5 days in a calendar week.
 - (d) Employees may be required to perform customary tasks of minimal duration (such as opening or closing gates, turning sprinklers on or off or minor maintenance) outside of their working hours. The rates of pay in this agreement provide for such tasks to be performed, and no additional remuneration shall be payable for employees performing such functions, irrespective of whether or not they otherwise worked that day.

9. Working Hours and Breaks

9.1. *Hours of Work:*

- (a) Starting and finishing times will vary with the particular work program and time during the year for each employee category defined in this Agreement.
- (b) A paid working day will constitute not less than 5 hours, or more than 12 hours, unless varied within this clause.
- (c) An employee shall be paid according to the number of days that they are required to, and actually do work, and not in accordance with the hours, notional or real that may have been worked.
- (d) Work hours and breaks may vary from these guidelines in difficult or exceptional circumstances where the safety or sound management of livestock, people or property is in question.
- (e) Where operational requirements dictate, the Manager may roster employees to work half-days.

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- (f) Where there is a requirement for work to be performed which is likely to take more than one hour but no more than three hours to perform, the Company and an individual employee may agree to make an ad hoc arrangement regarding pay for such tasks, based on an hourly rate of 1/8 of the applicable daily rate. Any such agreement must be in writing and signed by both the employee and the Company.
 - (g) When an emergency, such as a bushfire, requires a working day of more than 12 hours, a manager may award extra time in lieu to compensate employees.

9.2. Breaks:

- (a) The nature of the work performed at stations and the variations to starting times during the season means that a flexible approach is required in relation to rest and meal breaks taken throughout the working day. Thus the provisions of this clause may be varied to deal with any exceptional circumstances as described in 9.1(d) above.
- (b) Provisions for taking work breaks are as follows:
 - (1) For employees working 8-hour days, one morning break of at least 15 minutes and a lunch break of at least 45 minutes.
 - (2) For employees working days that are longer than 8 hours, one morning and one afternoon break of at least 15 minutes each and a lunch break of at least 1 hour.
 - (3) Employees working a half-day shall be entitled to a fifteen minute break.
 - (4) In all instances, the timing of breaks shall be based upon health, safety and operational requirements and will be determined by the employees' immediate supervisor in consultation with employees.
 - (5) An employee must obtain his or her immediate supervisor's agreement before taking breaks which are less than or more than those described above.
 - (6) When mustering livestock, the timing and length of breaks will be determined by the employee's immediate supervisor and items (1) and (2) of this clause need not apply.
 - (7) Half day health and hygiene paid breaks shall be taken in accordance with the circumstances defined in clause 8(a).

9.3. Saturday and Sunday Work:

(a) Saturday Work

As stated in clause 7.1(a), overtime has been taken into account when calculating the minimum daily pay rates for each competency level. Where an employee is required to work on a Saturday or any part thereof, as directed by their Manager, payment shall be made at an employee's agreed daily pay rate.

(b) Sunday Work

- (1) Where an employee is required to work on a Sunday or any part thereof as directed by their Manager they shall either receive payment at the rate of 1.5 times their daily rate, or they may not be paid for that day but instead shall be entitled to accrue 1.5 days paid time off in lieu, as nominated by the Manager. Paid time in lieu accrued shall be taken at a time mutually agreed with the Manager or failing agreement as directed by the Manager.

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- (2) Where a half day health and hygiene break is taken on a Sunday in accordance with clause 8, an employee shall accrue 1.5 days paid time off in lieu as if they had worked the whole day. This constitutes full payment of their health and hygiene break entitlements.

9.4. Time in Lieu:

- (1) It is agreed that in the absence of any difficult or exceptional circumstances occurring during the season involving the safety or sound management of livestock, people or property, all time in lieu will be taken before the end of either the Calendar year for Permanent employees or fixed term work period for Periodic employees and Casual employees. Any further variations to this clause must be by agreement between the Company and each employee.
- (2) Any accrued time off in lieu that has not been taken at the completion of the fixed term work period for Periodic employees and Casual employees, or by 31st December each year for Permanent employees, will be paid out at the employee's daily rate. This may only be varied by agreement between the Company and each employee.
- (3) Where an employee has accrued paid time in lieu, the employee may request to receive their time in lieu as a cash payment at their applicable daily rate as an alternative to taking a paid break.

10. Payment of wages

- (a) Wages will be paid monthly or fortnightly, as nominated by the Manager, in arrears on Wednesday, by electronic funds transfer into a bank account of the employee's choice. The wages paid shall equate to the number of days worked at the applicable day rate, plus any other benefits or reimbursements applicable under this Agreement less any applicable deductions.
- (b) In addition to any deductions permitted or required by statute, amounts paid on behalf of an employee, paid to an employee or paid to a third party for goods purchased for the private use of an employee, are applicable deductions for the purpose of clause 10 (a), but only where an employee has authorised such a deduction.

11. Leave

11.1. Public Holidays:

Public Holidays which from 1/01/2010 will derive from the NES, do not generally suit employees as recreational breaks on the scheduled dates due to the remote location of the workplace and the timing of work demands of the Company's operations. While recognising the authority of the NES Public Holidays will be treated as follows:

- (a) Public Holidays shall not be recognised as such, and will be treated as normal workdays for all employees covered by this Agreement.

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- (b) For Periodic and Permanent employees, the benefits of public holidays are covered, amongst other things, by increased annual leave entitlements.

11.2. Annual Leave:

(a) Entitlement

- (1) All employees under this Agreement, excluding casual employees, are entitled to 7 weeks cumulative annual leave for each 12 months of continuous service.
- (2) Part time employees shall receive pro-rata entitlements.
- (3) For the avoidance of doubt Periodic employees are only entitled to annual leave that is accrued during their period of paid continuous service. This will be a pro rata amount of the annual entitlement in 11.2(a)(1) depending on the length of the fixed term or the length of continuous paid service for a Periodic employee.
- (4) Subject to the provisions covering termination before completion of an employee's probationary period in 11.2(d), annual leave shall commence accruing from an employee's commencement date with the company.
- (5) For the purpose of determining annual leave entitlement for eligible employees under this provision, continuous service shall include periods of paid absence from work.
- (6) For Periodic employees, clause 6.3(c) applies and no entitlement to accrue annual leave shall apply for the period of time an employee is not employed between seasons.

(b) Taking of annual leave

- (1) Employees may take pro-rata leave entitlements subject to Company approval. One week's annual leave equates to five single days leave per week.
- (2) Employees must take their leave regularly each year at a time mutually agreed, or as directed by the Company.
- (3) Periodic employees shall be paid any accrued but untaken annual leave entitlements on completion of their fixed term employment period.

(c) Payments whilst on leave

- (1) Employees shall be paid at the rate of 5 days of their daily pay rate per week of annual leave or their daily pay rate for each day of annual leave.
- (2) There is no leave loading paid to employees. The leave loading benefit is offset by increased annual leave entitlements.
- (3) No adjustment is made for public holidays occurring during a period of annual leave, as public holidays are allowed for by the increased annual leave benefits.
- (4) Ordinarily, an employee will be paid their annual leave on a monthly basis on their usual payday. The Company may agree with an employee to make a lump sum payment at the commencement of the period of annual leave.

(d) Payments on termination

An employee shall be paid any accrued but untaken cumulative annual leave entitlements on termination of employment providing they have successfully completed their probationary period defined under this Agreement.

(e) Cashing out Annual Leave

Employees may cash out Annual Leave to which they have a current entitlement up to a maximum of two weeks per calendar year.

11.3. Sick Leave:

(a) Entitlement

The amount of sick leave to which an employee is entitled depends on how long an employee has worked for the Company and is as follows:

Length of time worked for employer	Paid sick leave entitlement
1st year of service:	
Less than 1 month	nil
1 month to less than 2 months	1 day
2 months to less than 3 months	2 days
3 months to less than 4 months	3 days
4 months to less than 5 months	4 days
5 months to less than 6 months	5 days
6 months to less than 7 months	6 days
7 months to less than 8 months	7 days
8 months to less than 12 months	8 days
At the commencement of the 2nd year, and each subsequent year of service, an additional	9 days

(b) An employee is not entitled to paid sick leave if.

- (1) The personal illness or incapacity was due to the employee's own misconduct; or
- (2) The employee is entitled to workers compensation for the period of absence; or
- (3) The employee does not supply proper proof of illness if requested by the company. Such proof should consist of a certificate signed by a registered medical practitioner.

(c) Sick leave that is not taken during the year in which it accrued, accumulates up to a maximum of 75 days.

(d) Sick leave will not be paid out upon termination of employment.

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- (e) An employee must, within 24 hours of the commencement of such absence, or as soon as practicable thereafter, inform his or her immediate supervisor of his or her inability to attend for duty, state the nature of the illness or incapacity and the estimated duration of the absence.
 - (f) Where an employee is the primary carer for a member of their immediate family, the employee may use up to five (5) day's accrued sick leave in any year for the purpose of caring for such a member of the employee's immediate family who is sick. The Company may require proper proof of illness, and may withhold payments for failure to provide proof of illness.
 - (g) In this Agreement, "immediate family" means a spouse (whether married or de facto), a child (including an adopted child or stepchild), or the employee or employee's spouse's parent, grandparent, grandchild or sibling.

11.4. Long Service Leave:

- (a) Employee's long service leave entitlements shall be in accordance with the *Long Service Leave Act* (SA). Leave shall be paid at the ordinary day rate appropriate to that employee at the time the long service leave is taken.
- (b) For the purpose of long service leave accrual, the Company will recognise an employee's period of continuous service within the meaning of the long service leave legislation relevant to their employment immediately prior to this agreement being certified.
- (c) Employees who have a current entitlement to long service leave may accept a payment in lieu of all or part of that leave if an individual agreement in writing is made and signed by the employee and the company. Such a payment shall be at the ordinary day rate appropriate to that employee at the time that this payment is made.

11.5. Bereavement Leave:

- (a) Employees are entitled to take up to two day's bereavement leave without loss of pay on any occasion on which a member of the employee's immediate family dies
- (b) Prior to taking such leave, the Company may require evidence of the necessity for bereavement leave.

12. Accommodation & Board

- (a) Each Employee is entitled to Company provided accommodation and/or Board in accordance with the Company's policy. Accommodation does not mean accommodation under a roof when circumstances render such accommodation impracticable. In the event of any changes to the policy, the employees who will be affected will be consulted before the introduction of such changes.
- (b) A daily deduction for keep and accommodation outgoings of \$6.00 per day will be made for each day an employee is on the property, irrespective of whether a day is worked or not worked. The deduction will be a pre-tax deduction from an employee's daily pay rate to the extent that it is exempt from Fringe Benefits Tax.

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- (c) The Company may deduct amounts from an employee's salary, termination payments or any other payments equivalent to the cost of repairing any damage caused by an employee to Company supplied accommodation and the replacement cost of missing or damaged contents, fair wear and tear excepted.
 - (d) The Company may, at its discretion impose a charge on an employee to cover the cost of cleaning, or refurbishing the accommodation that the employee has failed to keep clean.

13. Training

The Company encourages and in many instances requires employees to under take on the job training. Additionally, where considered appropriate and of mutual benefit, the Company will support structured on the job vocational training courses (with minor off the job content) and other suitable independently run programs, providing the work schedules can be maintained.

14. First Aid Facilities and Medical Supplies

First aid facilities and medical supplies will be maintained in accordance with the Company's occupational health and safety policies as varied from time to time. Any changes to the occupational health and safety policies will be communicated to employees as required.

Where the loss of first aid kits becomes a significant cost to the Station, the Manager may require employees to meet the cost of lost first aid kits.

15. Horse Riding Equipment Maintenance

Where the Company at its sole discretion either requires or agrees to an employee providing their own saddle and other horse riding equipment for use during the course of their employment, then that employee shall be eligible to receive an allowance of \$2.00 per day the equipment is used.

16. Tools

- (a) A qualified tradesperson who is required by the Company to supply a full compliment of tools to properly carry out their profession, shall be eligible to receive annual reimbursement of tool equipment expenditure to an agreed maximum value, but only after completion of a full season of continuous service within each Calendar year.
- (b) To receive reimbursement, an eligible employee must present their tool equipment expenditure documentation to the Company and shall be reimbursed to a maximum of \$595 from 1 January 2012 in any one Calender year. For the avoidance of doubt, the annual expenditure reimbursement entitlement under this clause is non-cumulative beyond any one Calendar year.
- (c) The maximum amount will increase during the period of this Agreement on the dates and by the rates stipulated in Clause 7.1(b).

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- (d) Where, in the opinion of the Manager, the number of station tools lost becomes a serious issue of cost, he may require employees to meet the cost of replacing those tools.

17. Superannuation

The Company shall make employee superannuation contributions in accordance with the Superannuation Guarantee Act (Cth), which shall be paid into AustralianSuper.

18. Termination of Employment

18.1. Notice of termination:

- (a) Permanent employees may be terminated by either party giving the period of notice specified in the table below, or by the Company by payment in lieu of all or part of such notice;

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

In addition to this notice, employees over 45 years of age with not less than two years continuous service will be provided with an additional weeks notice or payment in lieu of notice.

- (b) Periodic employees may be terminated by either party giving one weeks notice, or by the Company by payment in lieu of all or part of such notice.
- (c) If an employee fails to work out his or her notice period, the Company has the right to withhold or to deduct from monies owing on termination an amount equal to the pay that would have been provided for the time not worked.
- (d) The period of notice in this clause for any class of employee shall not apply in the case of dismissal for conduct that justifies instant dismissal including gross neglect of duty or acts of serious misconduct.
- (e) No notice is required for casual employees.

18.2. Redundancy or Severance:

- (a) Redundancy or severance may occur when the Company decides that it no longer requires the job an employee has been doing to be done in its current form and structure and this is not due to the ordinary and customary turnover of labour.

- (b) Casual employees and Periodic employees are not entitled to any redundancy or severance payments.
- (c) If a Permanent employee's position is made redundant and the Company does not arrange for alternative employment for that employee, either within the company or with another employer, then in addition the notice required under clause 18.1, the employee shall receive the following amount of redundancy or severance pay in respect of a continuous period of service:

Period of continuous service	Redundancy or severance pay
1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks' pay
2 years and up to the completion of 3 years	6 weeks' pay
3 years and up to the completion of 4 years	7 weeks' pay
4 years and up to the completion of 5 years	8 weeks' pay
5 years and up to the completion of 6 years	10 weeks' pay
6 years and up to the completion of 7 years	11 weeks' pay
7 years and up to the completion of 8 years	13 weeks' pay
8 years and up to the completion of 9 years	14 weeks' pay
9 years and over	16 weeks' pay

- (c) "Weeks' pay" for Permanent employees means the 5 days at the applicable daily pay rate.
- (d) There will be no entitlement to a redundancy or severance payment:
 - (1) where a business or part of a business is transmitted from the Company to another employer; and
 - (2) the continuity of the employment of the employee is treated as continuous by the new employer.
- (e) Transfers:
 - (1) Where the need arises, the Company may transfer an employee from one Primary Position to another and/or one worksite to another, provided that the position that the employee is transferred into is within the scope of the employee's competence or the employee is provided with reasonable training.
 - (2) In such cases, the Company will pay the reasonable cost of the transfer, and the employee's continuity of service will be unaffected by the transfer.
 - (3) No severance will be payable where an employee is transferred.

19. Interaction of Agreement with Awards, other Agreements and Orders and Duration of Agreement

19.1. Complete Agreement:

The parties to this Agreement intend that it will supersede all existing, relevant Awards, Agreements or other instruments that could claim to regulate the employment relations between the Company and its employees, but while removing such regulation, no obligation or right accruing under those regulations shall be interfered with.

19.2. Duration:

This renewed and extended Agreement will come into effect from the first pay period which commences after an order of the Commission to extend and vary the agreement and shall operate for three years from such date.. Any time after the nominal expiry date of the Agreement, the Company, or the employees may give 30 days notice in writing to the other party that the Agreement is to be terminated.

19.3. No Extra Claims

The parties to this Agreement agree that there shall be no extra claims, award or over-award, concerning any matters, whether encompassed in this Agreement or not, for the life of this Agreement.

20. Dispute Resolution Procedure

The following procedure will be followed if any dispute arises concerning the application of this Agreement:

- (a) The employee or employees who have a grievance shall raise this with their immediate supervisor for resolution but without halting or interrupting the operation;
- (b) The immediate supervisor shall try and resolve the problem or take the grievance to their Manager at the first available work break;
- (c) If the matter is not able to be resolved by the Manager, the matter may be referred to the Pastoral Manager or Human Resource Manager for resolution;
- (d) If the grievance is not able to be resolved at this level or with the General Manager, either party may refer it to the Commission; and
- (e) Work will continue normally whilst this procedure is being conducted.

21. Anti Discrimination

- (a) It is the intention of the parties to this Agreement to achieve the principal object in section 3(j) of the Workplace Relations Act 1996 (the Act), which is to respect and value diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex,

sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- (b) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in the Agreement.
- (c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.
- (d) Nothing in these provisions prohibits any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position.

22. Signatories to the Agreement

For S. Kidman & Co Ltd

Witness

Terry Omond - Human Resources Manager

Date June 2009