



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Tatura Abattoirs Pty Ltd
(AG2018/5243)

TATURA ABATTOIRS PTY.LTD. AND THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION COLLECTIVE AGREEMENT 2018

Meat Industry

COMMISSIONER GREGORY

MELBOURNE, 13 DECEMBER 2019

Application for approval of the Tatura Abattoirs Pty.Ltd. and the Australasian Meat Industry Employees' Union Collective Agreement 2018.

[1] An application has been made by Tatura Abattoirs Pty Ltd (Tatura Abattoirs) under s.185 of the *Fair Work Act 2009* (the Act) for approval of a single enterprise agreement known as the *Tatura Abattoirs Pty.Ltd. and the Australasian Meat Industry Employees' Union Collective Agreement 2018* (the Agreement).

[2] The F17 Employer's Statutory Declaration indicates that at the time the Agreement was made there were forty-nine employees intended to be covered. Forty of those employees cast a valid vote in the ballot to approve the Agreement, with all forty voting in favour. The declaration also indicates that Tatura Abattoirs is involved in the meat processing industry, rather than being a meat retail establishment.

[3] The application indicates that the Australasian Meat Industry Employees' Union (the AMIEU) was a Union Bargaining Representative in the agreement making process. It provided a F18 Statutory Declaration which highlighted several areas where it claims the underlying *Meat Industry Award 2010*ⁱ (the Award) provides superior entitlements to those in the proposed Agreement. It referred to the following matters:

- the Award provides a 30 percent night shift allowance, whereas the Agreement provides for 25 percent;
- the Award limits the ordinary time span of hours for casual employees to Monday – Friday, whereas the Agreement extends the span to provide for Monday – Saturday;
- the Agreement proposed to exclude certain classifications from the double time entitlement for work performed on Sunday. The Award does not contain these exclusions.

[4] The Fair Work Commission (the Commission) also raised a series of matters with Tatura Abattoirs after reviewing the F16 application, the F17 Employer's Statutory Declaration, and the terms and conditions contained in the proposed Agreement. A series of further exchanges then took place regarding these matters, and Tatura Abattoirs subsequently provided a series of undertakings in response.

[5] It is also noted that there was an issue raised about whether Tatura Abattoirs considered itself to be a "meat processing establishment" or a "meat retail establishment" as variously defined in the Clause 3 - Definitions and interpretations of the Award. This issue is of some significance as some different conditions apply under the Award, particularly in respect to hours of work. Tatura Abattoirs subsequently confirmed to the Commission's satisfaction that it is primarily a meat processing establishment. It is understood that this view is also shared by the AMIEU.

[6] It was subsequently decided that it was appropriate to set the matter down for hearing to enable further submissions and evidence to be provided about the respective positions of the parties. The hearing was conducted by telephone on 4 October 2019. Mr Justin Gathercole and Mr David Cunningham appeared in those proceedings on behalf of Tatura Abattoirs. Mr Jarrod Jones appeared on behalf of the AMIEU. It was agreed, in conclusion, that Tatura Abattoirs would now provide further draft undertakings for the Commission to consider.

[7] However, the AMIEU subsequently advised that while a number of issues had been addressed in the draft undertakings, it was not able to accept one of the proposed undertakings as it simply replicated provisions contained in the underlying Award, and did not deal with the issue that had been identified by the AMIEU in regard to satisfaction with the requirements of the better off overall test.

[8] Tatura Abattoirs has now provided revised undertakings in response to the issues raised by both the Commission and the AMIEU. It is also understood that the terms of these undertakings now meet with the approval of the AMIEU. I am also satisfied that they do not result in substantial change to the Agreement that was voted on and approved by the employees. I am also satisfied that they do not act to disadvantage any of those employees. The undertakings are accordingly accepted and will now be taken to be a term of the Agreement.

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

[10] The Australasian Meat Industry Employees' Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[11] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 December 2019. The nominal expiry date of the Agreement is 18 May 2022.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG 2018/5243

Applicant: Tatura Abattoirs Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

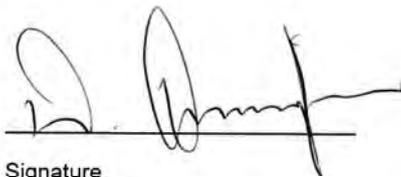
I, David Cunningham, General Manager for Tatura Abattoirs Pty Ltd give the following undertakings with respect to the Tatura Abattoirs Pty Ltd and Australian Meat Industry Employees Union Collective Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Tatura Abattoirs to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 8 will allow for the settlement of disputes in relation to the National Employment Standards.
3. Shiftworkers as defined under clause 2.11 with an entitlement to annual leave will receive five weeks annual leave per year. These shiftworkers are defined for the purposes of the National Employment Standards as required by section 196(2) of the Fair Work Act.
4. Clause 2.3 (3) will be restricted to only allow summary dismissal where there has been serious misconduct.
5. Clause 2.4 (1) of the agreement is ineffective. Notice of termination by an employee will be the same as required by an employee as per clause 16.1 of the Meat Industry Award 2010.
6. For the purposes of sub-clause 2.11(4), will be changed such that afternoon shift includes:
 1. any shift finishing after 8.00 pm and at or before midnight, and/or
 2. any shift commencing at or after 2.00 pm and finishing at or before midnight.
7. Clause 2.12 (2) will provide a minimum of 4 hours minimum payment on Saturdays and Sundays for livestock, transport and loadout personnel as per Meat Industry Award 2010. Cleaning personnel may be engaged for a minimum of 2 hours as per clause 15.6 of the Meat Industry Award 2010.
8. Clause 2.12 (3) will provide for double time to be paid for all personnel working on a Sunday. Clause 2.8(1) Shall be extended to include include new methods of meat distribution. Should there be a requirement for loadout services in the future for personnel engaged in the wholesale sales of meat the parties agree to commence consultation as defined in Clause 2.8. The Company and the Union agree that the definition for engagement of load out personnel will be assessed in line with precedents by the Commission.

9. Overtime is paid for all time worked outside of ordinary hours on any day or in the case of a shiftworker outside of the ordinary rostered hours. In our agreement we pay double time after 2.5 hours rather than 3 hours as per section 36.1 of the Meat Industry Award 2010.
10. In the event of delays or interruptions to work that would cause employees to work in excess of 7.6 ordinary hours then any work on time performed will be paid at overtime rates.
11. Clause 2.9 (2) will provide for ordinary hours for casual employees to read as Monday to Friday only rather than Monday to Saturday as shown, unless as part of a work program as per to Clause 31 (f) (ii) of the Meat Industry Award 2010.
12. Where a fixed nightshift is worked as per clause 33 of the Meat Industry Award we will pay a shift allowance of 130%. We do not intend to engage any employee on this basis as we would provide the option to rotate with other shifts.
13. Follow on Labourers are daily hire timework employees and we will pay these personnel a guaranteed minimum day's pay of \$148.91 for up to 6 hours and 06 minutes of timework. Employees will then receive an incentive payment for any units processed above 75 units tally as per clause 3.2.1(ii) of the agreement at the normal speed of 14 units per hour. These rates include a 10% loading for daily hire.

Where the follow-on labourer has completed their work as per clause 2.7 (c) their working day is complete. If they have finished their day earlier than expected they will be able to leave early with full payment for their minimum day.

14. As per clause 3.9 (4) of the agreement all personnel that were below the modern award as at 1 July 2018 were adjusted from the Pay Rates at section 3 to the modern award rate from 1 July 2018. These rates were for drivers \$20.71 per hour, loadout and all others \$19.84 per hour. Junior rates were also adjusted upwards in proportion to agreement clause 3.7.
15. Clause 3.10 (3) will be amended to be that where the agreement wage rate is less than the Meat Industry Award 2010 it will be adjusted to the award rate plus 10 cents per hour.
16. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

12.12.19

Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

TATURA ABATTOIRS PTY LTD

AND

**AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES' UNION COLLECTIVE
AGREEMENT
2018**

18 May 2018

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1. THE AGREEMENT

1.1 Title

This Agreement shall be known as the Tatura Abattoirs Pty.Ltd. and the Australasian Meat Industry Employees' Union Collective Agreement 2018.

1.2 Application of Agreement

(1) This Agreement is binding on

(a) the Union;

(b) the Employer and;

(c) employees of the Employer:

(i) who are employed by the Employer to perform work at Tatura Abattoirs Pty.Ltd. in Victoria.

(ii) who are eligible to be members of the Union, whether members of the Union or not; and

(iii) who perform work that is covered by this Agreement at any time when the Agreement is in operation.

(2) This Agreement shall apply in relation to any employment to which it is applicable to the complete exclusion of the provisions of the Federal Meat Industry (Processing) Award 2000 as varied and any award varying or replacing the said Award or any other award of any industrial tribunal.

(3) Any reference to "Employer" in this Agreement shall include reference to the successor, assignee or transmittee of such Employer or part thereof within the meaning of Part 11 of the Act and shall include reference to such Employer or part thereof notwithstanding any change in its name or status.

1.3 Duration and Renewal

This Agreement shall come into operation seven days after approval of the agreement by Fair Work Commission and shall continue in force until 18/05/22.

1.4 Termination if no Replacement Agreement

This agreement may be terminated in accordance with the Act on application of either party at any time after 18/05/22.

1.5 Definitions

- (1) "Act" means the Fair Work Act 2009 as amended.
- (2) "Agreement" means this Certified Agreement.
- (3) "AQIS" means the Australian Quarantine and Inspection Service.
- (4) "Employer" means Tatura Abattoirs Pty Ltd.
- (5) "Facility" means the establishment(s) at which the employees of the Employer are engaged to perform meat processing work under this Agreement.
- (6) "Junior" shall mean a person under eighteen years of age.
- (7) "Operator" means the entity responsible for the management of the relevant Facility.
- (8) "Sharpening" means the use of grindstones, emery or like wheels, and the use of oil, carborundum or like stones, but does not include steeling.
- (9) "Union" means the Victorian Branch of the Australasian Meat Industry Employees' Union.
- (10) "Union delegate" means an employee elected by the employees as a Union representative at the workplace.

1.6 No Extra Claims

- (1) In consideration for the benefits of this Agreement, the employees or their representatives agree not to pursue any other claims relating to wages or changes to conditions of employment or any other matters related to their employment whether dealt with in this Agreement or not, during the life of this Agreement.
- (2) Up to the expiry date, this Agreement covers all matters or claims which could otherwise be the subject of protected action under the Act.
- (3) Up to the expiry date, this Agreement covers all matters or claims which could otherwise be the subject of protected action under the Act. Up to the expiry of this agreement, employees will not engage in protected action under the Act.

1.7 Objectives

(1) The parties to this Agreement are committed to:

(a) Increasing the efficiency and productivity of the Operator to assist its international and domestic competitiveness; and

(b) Working together to increase job security, job satisfaction, training opportunities and access to higher paid jobs and career paths for employees.

(2) In meeting these objectives the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:

(a) Continuous review of work and management practices affecting efficiency and job satisfaction at a plant level;

(b) Measures designed to improve plant utilisation;

(c) Training issues including review of skill requirements, incentives for training, implementation of training programmes and multi-skilling;

(d) Occupational health and safety issues with a view to reducing the number of workplace injuries and illnesses suffered by the employees including the provision and utilisation of appropriate safety equipment and apparel and the development of rehabilitation programs.

1.8 Responsibilities of Employees

Employees are required:

(1) To do all work to the best of their ability, skill and competence as required.

(2) To carry out their work at places directed by the Employer.

(3) To comply with the Employer's policies, practices or procedures as varied from time to time.

(4) To do their best to promote, and not harm, the Employer's and the Operator's business, interests and reputation.

(5) To apply care and common sense in performing work for the Employer.

(6) To not absent themselves from the workplace without the Employer's permission. An absence from work for a continuous period exceeding three (3) working days without

notification to the Employer will be prima facie evidence that the employee has abandoned his or her employment.

(7) To advise the Employer as early as possible of their inability to attend for work due to illness or injury, prior to the commencement of their engagement. The employee is required to produce satisfactory proof for any absence of two days or more due to illness or injury. Where an employee has been absent has been for two days or more the employer must be informed of the employees availability to return to work.

(8) To comply with the Employer's hygiene standards at all times.

(9) Without limiting the above, slaughterers shall remove hides free of cuts and tears with no contamination or damage to the carcase using procedures acceptable to the Employer, Prime Safe, AQIS and Ausmeat.

(10) To comply with all of the Employer's reasonable instructions in order to protect both their employee's own health and safety and the health and safety of other employees and any other person having dealings at the Facility.

(11) As a part of our commitment to providing safe working environment and meeting our duty of care to yourself it may be required that you participate in a functional assessment or case conference regarding the appropriateness of your existing classification. We will meet the cost of any assessments and will review the assessment in terms of meeting our obligations.

(12) To not smoke cigarettes or other tobacco or similar substances on site, which includes all property and vehicles owned by, or under the control of, the Employer, other than in designated smoking areas.

(13) To uphold the Employer's zero tolerance requirement regarding drugs and alcohol or any other substance which may affect the employee's ability to work.

(14) To not take or possess alcohol or illegal drugs while at work. The Employees must inform the Employer, prior to commencing work, if they are under the influence of drugs (prescribed or unprescribed), alcohol, or any other substance which may affect their ability to work.

(15) To submit to random drug and alcohol tests in the workplace and/or attend a Company doctor at a nominated time by the Employer for a full medical examination if requested by the Employer. The examination may also include a drug and alcohol test, and the results made available to the Employer.

(16) To not disclose in any way to any third party and to keep confidential any "confidential information" the employee becomes aware of through his/her employment with the Employer. "Confidential information" includes all information relating to the Employer's or the Operator's business or operational interests, their methodology and

affairs, financial information and anything else the Employer or the Operator notifies the employees as being confidential. Nothing in this clause precludes employees from divulging information about this Agreement to any other person.

1.9 Posting of Agreement

This Agreement shall be posted by the Employer in places accessible to all employees and copies will be made available on request to all employees.

2. CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

(1) An employee shall be informed when engaged of the nature of his or her engagement whether as a regular daily hire timeworker or casual timeworker, or a regular daily hire pieceworker or casual pieceworker.

(2) New employees will, for the first 60 working days, be subject to a probationary period prior to being eligible for part time or full time employment and during this time they are to be engaged on a casual basis and as such will receive a 25% loading of ordinary time rates of pay (excluding other loadings) in lieu of any leave or other entitlements of regular daily hire employees. At all times during a persons employment while a person receives this 25% loading it is recognised that this represents their full entitlement to any leave provisions contained in this agreement regardless of the period of time in which they receive wages that includes this loading. All casual employees regardless of their length of employment will receive a 25% loading while they are engaged on a casual basis.

(3) Casual employees have no entitlement to long service leave, annual leave or any other paid leave entitlement not specified under this agreement or any state or federal interpretation of entitlement, regardless of their length of employment. Where employees are paid a casual loading they are defined as a casual employee with no leave entitlements, including long service leave, under this agreement.

(4) Employees are required to be medically examined in order for the Operator to meet the export standards imposed by its customers. Employees shall submit to routine medical examinations and certification as required provided that such medical examinations and certification shall be used for no other purpose and all expenses relating to such examinations shall be paid for by the Employer.

2.2 Types of Engagement

All employees shall be engaged as full time, part time, casual or daily hire pieceworker or timeworker employees.

(1) A full time employee is one who is engaged to work and average of 38 hours per week.

- (2) A part time employee works less than 38 hours per week and has reasonably predictable hours of work of not less than four consecutive hours on any day. They receive on a pro-rata basis equivalent pay and leave entitlements to those of a full time employee who perform the same kind of work.
- (3) A casual employee will perform such work as required during their period of engagement for a minimum of four hours each day with their employment terminated at the end of each day. They have limited leave entitlements as outlined in this agreement and receive a casual loading of 25% based on the hourly rate for the classification worked as compensation.

2.3 Warnings

- (1) Should an employee be accused of misconduct, faulty and/or inefficient work or unwarranted absenteeism or employee responsibilities, the Employer shall serve a warning notice on that employee. The employee may choose a witness to be present.
- (2) If any person accumulates three (3) warnings within 24 months, their services will be terminated. Each warning notice is valid for a period of 24 months.
- (3) Nothing in this Agreement shall affect the right of the Employer to summarily dismiss an employee without a warning notice for malingering, inefficiency, neglect of duty or gross misconduct. Misconduct includes intentional damage or abuse to personnel or equipment at the Facility. In such a case wages shall be paid up to the time of dismissal only.

2.4 Termination

- (1) When an employee decides to terminate his/her employment notice shall be given prior to 9am on the day of the intended termination and when such notice is given the employee shall be expected to be available to complete his/her normal work for that notice period if required by the employer.
- (2) Subject to clause 2.4 (6) of this agreement, the employer must not terminate a full time or part time 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 clause (c) below; 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.
 - (c) Work out the minimum period of notice as follows:

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

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

(ii) 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.

(3) In such cases, all monies due (other than any long service leave payments) shall be available to the employee no later than the end of the actual working day or at the Employer's option forwarded to the employee by post or EFT into their bank account the next pay period day.

(4) In the event of the employee failing to give such notification the employee shall be paid all monies due by the next pay period.

(5) Any absence from work for more than 3 consecutive days without notification shall be deemed by the employer to be abandonment of employment and your services will be terminated. Furthermore, when an employee leaves the site within expected working hours without notifying his immediate supervisor then he will be deemed to of abandoned his employment and his services terminated.

(6) Nothing in this Agreement shall affect the right of an Employer to summarily dismiss an employee for malingering, inefficiency, neglect of duty or gross misconduct. In such a case wages shall be paid up to the time of dismissal only.

2.5 Deductions

(1) An employee not attending to or not performing his or her duty shall, except where otherwise expressly provided for in this Agreement, lose his or her pay for the actual time of such non-attendance or non-performance.

(2) The Employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed because of any:

- (a) industrial action as defined in the Act; or
- (b) shortage of animals or carcasses for processing attributed and or adjacent to industrial stoppage or dispute.
- (c) industrial disputes involving employees of authorities or organisations responsible for the supply of electricity, water, gas, sewerage or other essentials to the continuance of meatworks operations, for which the Employer cannot reasonably be held responsible; or
- (d) any disruption to production arising from an inspection conducted by AQIS or other similar authority.

2.6 Work to be Performed

- (1) The Employer or its representative may direct an employee to carry out such tasks, combination of tasks and/or components of tasks as are within the limits of the employee's skill, competence and training consistent with his or her classification. Any direction issued by the Employer or its representative will be consistent with the Employer's responsibility to provide a safe and healthy working environment.
- (2) It is each employee's responsibility to be at his or her allotted task at the normal starting time for that task.
- (3) All work performed under this Agreement shall be carried out to the satisfaction of the Employer. A system of rotation of employees through tasks will operate at the discretion of the Employer. Each employee must be aware of the requirements and standards necessary to complete each task competently. In considering requests by employees to change work positions, the major criteria will be the continued performance of work to standards acceptable to the Employer.

2.7 Follow-on-Labourers

Slaughtering

- (a) The provisions of this sub-clause shall apply to those adult and junior labourers whose rates and volume of work are directly related to handling the whole kill at the same rate of work as the piecework team.
- (b) Labourers shall receive an additional payment for each head of stock treated in excess of minimum tally. This payment shall be as prescribed by Clause 3.2.1 (Pay Rates - Follow-on Labourers-Slaughtering). Juveniles shall receive the appropriate proportional payment.
- (c) Labourers shall, on the completion of killing for the day, complete their work including cleaning up to the employer's satisfaction and any arrangement applying at a particular works for a period of forty-five minutes. If on any day slaughterers have

treated "low tally" and a labourer is required to work beyond forty-five (45) minutes after the last carcass has passed his or her area of work, or after the expiration of eight (8) hours, whichever is the earlier, such work shall be regarded as overtime in accordance with the provision of the Agreement.

2.8 Employee Communication

In the event of a significant operational issue likely to affect the performance of the Facility in the immediate future, the Employer or its representative will communicate as soon as practicable any possible workplace implications to all employees likely to be affected.

- (1) This term applies if:
 - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.

Such issues may include, but are not limited to, scheduled Facility shutdown arrangements or the standing down of employees due to AQIS intervention, machinery breakdown and maintenance, stock availability or loss of essential services, or an entirely new method of processing such as installation of new machines or other technology. A new method of processing may result in changes to tally, speed and pay rate per unit for production within ordinary working hours.

- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative the employer must recognise the representative where a working relationship can be maintained between the employer and the employees representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and

(b) for the purposes of the discussion—provide to the relevant employees:

(i) all relevant information about the change, including the nature of the change; and

(ii) information about what the employer reasonably believes will be the effects of the change on the employees; and

(iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and

(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

2.9 Hours of Work

(1) Except as provided elsewhere in this Agreement, the ordinary hours of day work for all employees, other than casuals, shall be thirty-eight (38) hours per week, which may be rostered on any days of the week from Monday to Friday inclusive between the hours of 5.30 am and 8.00 pm.

(2) The ordinary hours of day work for casual employees shall be up to thirty-eight (38) hours per week, which may be rostered on any days of the week from Monday to Saturday inclusive between the hours of 5.30 am and 8.00 pm. Casual employees other than cleaning personnel will have a minimum period of engagement of four hours other than by individual agreement or as specified elsewhere in this agreement.

If you are a full-time employee, your ordinary hours of work will not exceed an average of 38 hours per week, over a 28 day period, although the actual hours worked may vary from week to week, with some weeks greater than 38 hours and other weeks less.

Overtime achieved on any given day will not be used as part of the average.

(3) The actual ordinary working hours shall not exceed eight (8) hours on any day save that the ordinary hours for employees employed in the load-out, drivers and drovers shall be up to ten (10) hours a day.

(4) The Employer may nominate that in respect of any section of the Facility the ordinary hours of work can be performed in four (4) days of not more than ten (10) hours per day. The maximum ordinary hours in any one shift will be ten.
(Except conventional sheep and lamb chain).

(5) Where the Employer elects to change to or from rostered ordinary hours between 8 and 10 hours per day, no less than fourteen (14) days notice of the change will be provided.

(6) Sticking is to commence not earlier than 6.15am at the indexer or at another time mutually agreed by the employer and the employee representative, and all other employees shall start and finish work progressively.

(7) It is the employee's responsibility to be at his or her allotted task at the normal starting time for that task.

(8) The employer reserves the right to place employees and balance piecework teams up to 7.00am.

(9) The Ordinary Working Hours Shall Be:
Conventional Sheep, Lamb and Pig Slaughtering:

- (i) 75 tally 6 hours
- 80 tally 6 hours 24 minutes
- 85 tally 6 hours 48 minutes
- 90 tally 7 hours 12 minutes
- 95 tally 7 hours 36 minutes

(ii) Times for completion of other tallies shall be proportional to these times.

(iii) These times are actual working times, and do not include the breaks; including rest periods, lunch, smoko or five minute breaks.

(10) Personnel involving the receipt, storage, inspection, load out and delivery of meat or meat products will have ordinary hours scheduled on days including weekends and public holidays to meet the service requirements of the business. Refer clause 6.5 (4) which ensures those entitled to public holidays receive their correct entitlement for the day. Where these hours, times or days of the week for the position are usual they will be treated as ordinary hours for all purposes of this agreement.

Where the usual hours for the week for regular loadout personnel are at starting times Sunday to Thursday inclusive, where these same personnel are required by the employer to work commencing on a Friday or Saturday they will be paid penalty rates. The work starting on a Friday will be at Saturday rates and on a Saturday at Sunday rates.

(11) Nothing in this clause shall restrict our right to require time workers to work additional hours to make a total of forty hours of work at ordinary time rates of pay per week to accumulate hours towards a rest day.

2.10 Starting and Finishing Times

(1) The Employer shall notify the starting and finishing times of the ordinary hours of work for the general body of employees in each department or for the first employee to start in a department where the nature of work involves a staggered start, and any special starting and finishing times of ordinary hours of employees engaged on preparatory work or on finishing off or cleaning up.

(2) Nothing in this clause shall restrict the right of the Employer to require an employee to work reasonable additional hours.

(3) Any dispute arising as to starting and finishing times fixed under this clause shall be determined in accordance with clause 8.1 (Settlement of Disputes).

2.11 Shiftwork

Introduction of Shift Work

(1) Shift work, other than that provided by this clause, may be introduced to meet the needs of the Facility the Employer providing notice in writing. Pursuant to clause 2.8, the Employer will give any effected employees the opportunity to respond.

(2) Shift work may be introduced for less than five (5) consecutive working days.

(3) Nothing in this clause shall restrict the right of the Employer to request an employee to work reasonable additional hours.

(4) For the purpose of this clause, afternoon shift shall mean a rostered shift finishing after 8.00 pm and at or before midnight. Night shift is a rostered shift finishing after midnight and at or before 9.00 am.

Afternoon Shift Allowance

(5) Afternoon shift employees shall receive an additional 15% per week calculated on the employee's ordinary time rate of pay.

Night Shift Allowance - Load Out and Transport

(6) Night shift employees shall receive an additional 25% per week calculated on the employee's ordinary time rate of pay.

(7) All employees are entitled to the loadings relevant to the afternoon or night shift allowances of this clause; calculated against the base rate of pay for the position. Where the employee is casual, an additional loading is also calculated against this same base figure and this is consistent with the calculation of all loadings under this agreement.

2.12 Work on Weekends and Public Holidays - Timeworkers

Saturday Work

(1) All work performed on a Saturday outside the employee's ordinary hours of work shall be paid for at the rate of time and a half for the first two and a half hours and double time thereafter.

(2) If employees other than livestock, transport, loadout and cleaning personnel are required to work on a Saturday, they are entitled to be paid for a minimum of four (4) hours work. Livestock, transport, loadout and cleaning personnel are entitled to be paid a minimum of 2 hours and where this day is part of these employee's usual working schedule then rates paid are as per clause 2.9 (10) above. This minimum time may be less by agreement between the employer and employee..

Sunday Work

(3) All work performed on a Sunday by employees other than livestock personnel, transport, loadout and cleaning personnel shall be paid for at the rate of double time.

Public Holidays

(4) All work performed on any holiday as prescribed in Clause 6.5 (Public Holidays) except for casual employees shall be paid for at the rate of double time in addition to the payment provided for the public holiday in clause 6.5, provided that employees called on to work on a public holiday shall be guaranteed a minimum of four (4) hours pay.

2.13 Work on Weekends - Pieceworkers

Saturday Work, Sunday Work

(1) All work performed on a Saturday and Sunday outside the employee's ordinary hours of work shall be paid for at the overs rate per unit as prescribed in Clause 11.

(2) If pieceworkers are required to work on a Saturday, they are entitled to be paid for pieces processed with a minimum of 62 units.

2.14 Redundancy Application

(1) This clause applies to employees other than casual employees whose employment is terminated by the Employer due to redundancy. Redundancy occurs where the Employer has made a definite decision that the Employer no longer has a need for the job the employee has been doing to be done by anyone and this is not due to the ordinary or customary turnover of labour.

Severance pay

(2) In addition to the period of notice prescribed for ordinary termination in clause 2.4 employees, excluding casual employees, whose employment is terminated for reasons set out in 2.14 (1) will be entitled to the following amount of severance pay depending on their date of commencing full time employment.

Full-time employees started after 18 May 2006

1 year or less	nil
more than 1 year and up to the completion of 2 years	4 weeks pay
more than 2 years and up to the completion of 3 years	6 weeks pay
more than 3 years and up to the completion of 4 years	7 weeks pay
more than 4 year and up to the completion of 5 years	8 weeks pay
more than 5 years and up to the completion of 6 years	10 weeks pay
more than 6 years and up to the completion of 7 years	11 weeks pay
more than 7 year and up to the completion of 8 years	13 weeks pay
more than 8 years and up to the completion of 9 years	14 weeks pay
more than 9 years and up to the completion of 10 years	16 weeks pay
more than 10 years and over	12 weeks pay

In the event of any employee who commenced full time employment prior to 18 May 2006 and becomes redundant the Company will pay to that employee one week's wages for each year of service, and pro rata for any incomplete year up to a maximum of 18 years.

(3) "Week's pay" means the ordinary time rate of pay for the employee concerned, this means the employees' average base ordinary rate / unit rate earnings in the last 250 actual working days.

Alternative employment

(4) If an employee is offered acceptable alternative employment, that employee will not be entitled to payment under this clause.

Employees exempted

(5) This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or gross misconduct or dismissal in accordance with clause 2.3, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

(6) Transmission of business

6.1 The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this subclause called the transmittor) to another employer (in this subclause called the transmittee), in any of the following circumstances:

6.1(a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or

6.1(b) Where the employee rejects an offer of employment with the transmittee:

(i) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

(ii) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(7) Permanent close-downs of Meat Processing Establishments.

7.1 Where an employer has made a definite decision to permanently close down a meat processing establishment, as defined, employees of such establishment shall be entitled to all of the provisions of this clause.

7.2 In circumstances where a meat processing establishment is closed and not re-opened within a period of eight consecutive calendar months from the date of the closure, it shall be deemed to be permanently closed down and the provisions of this clause shall apply.

7.3 For the purposes of this sub-clause, a meat processing establishment, shall include parts thereof including but not limited to a chain, rail, section, department, room or sub-room of such meat processing establishment.

2.15 Payment of Wages

- (1) Wages shall be paid on the usual pay day of the Employer, which shall not be later than Wednesday in each calendar week.
- (2) At the Employer's discretion, wages shall be paid by electronic funds transfer.
- (3) Each employee shall receive a statement on the pay envelope or pay slip showing the total amount of ordinary wages, overtime and any other payments or deductions. It is the employees obligation to provide the correct banking details to the employer and advise them promptly in writing where there has been any change to these details.

2.16 Meal Times

- (1) Employees shall be granted an unpaid morning tea break of thirty (20) minutes total at a time nominated by the Employer but no later than five (5) hours after commencing work. Employees shall be granted a further unpaid break of thirty (20) minutes at a time nominated by the Employer.

These times are currently 7.50am (10 minutes), 9.30am (20 minutes), 10.55am (10 minutes), 12pm (20 minutes) and 1.30pm (10 minutes) for the morning shift for slaughterman and labourers. Where required these times may be varied to allow the run off of the processing line into chillers. The Employer will advise the relevant department when amending the meal breaks.

- (2) Meal breaks shall not be counted as part of the daily hours worked.
- (3) If an interruption of work for any cause occurs within 1 hour of the scheduled commencement of meal or morning tea break, the Employer may direct that the break be taken immediately.

2.17 Employee Facilities

- (1) The Employer shall provide the following facilities for employees:
 - (a) Boiling water in sufficient quantities to make an adequate supply of hot drinks for each employee at the commencement of each meal break or rest break.
 - (b) Changing rooms, dining rooms, toilets, wash basins, showers, etc. in accordance with the provisions of the Code of Practice for Workplaces made pursuant to the Occupational Health and Safety Act 2004 (Vic) (as amended) and in accordance with AQIS requirements.
 - (c) Adequate supplies of cool drinking water at convenient locations.

3. PAY RATES

3.1 Slaughterers: Pieceworkers

	Daily \$	Unit \$
Sheep & Lamb Slaughterers: Conventional Dressing System		
(i) Minimum daily payment for tally up to 75	192.65	
(ii) Constant Unit Rate for production from 75 to 90		2.57
(iii) Unit rate for production in excess of 90 tally		3.85

3.2 Follow on Labourers

3.2.1 Slaughtered Sheep & Lamb: Conventional System	Daily	Unit
(1) Adult follow-on labourers shall receive	148.91	
(ii) The payment for additional stock treated for adult follow-on labourers shall be		1.98
(iii) Unit Rate for follow-on labourers for stock treated in excess of 90 tally		3.20
(iv) Juvenile follow-on labourers shall receive the following:		
At 16 years and under (50%)	74.45	
At 17 years (60%)	89.35	
At 18 years and over (100%)	148.91	
(v) The payment for additional stock treated for juvenile follow-on labourers shall be the appropriate proportional payment of the adult follow-on labourers rate.		
16 years and under (50%)		0.99
17 years (60%)		1.19
18 years and over (100%)		1.98
3.2.2 All Others	149.72	

3.3 Drovers
(Timeworkers) 160.81

3.4 Timeworkers

3.4.1 Driver and Load Out

(a)	Driver		\$20.51 per hour
	Overtime	Rate and a half	\$30.76 per hour
		Double time	\$41.02 per hour
(b)	Load Out		\$19.65 per hour
	Overtime	Rate and a half	\$29.47 per hour
		Double time	\$39.30 per hour

The above rates in (a) and (b) do not include any shift loading or casual employee loading where applicable to the base rate per this agreement.

3.4.2 Regular Daily Employees

(a)	Forklift drivers and other drivers on works (MI4)	\$20.13 per hour
(b)	All others(MI3) (Fixed Timeworkers)	\$19.65 per hour

(c) Meat Inspectors \$28.44 per hour

A meat inspector is an employee with the required qualification to inspect product as and when requested by the employer. They are entitled to 88 slaughters tally units for eight hours actual working time. They may also be required to complete tasks including cleaning, paperwork and other duties required by the employer if within the available working time.

3.4.3 Pig Floor

Slaughterman	\$28.70 per hour
Labourer	\$22.16 per hour

Permanent employees will be paid a minimum 6 hours ordinary pay or the units achieved to the maximum working time. 1 pig unit = 1 lamb unit

These employees in this section 3.4 are full time, part time or casual employees.

3.5 Mixed Functions

Slaughtermans Functions. An employee engaged on a particular day who has performed work that should be paid at different classification rates will be paid at these different rates for the time worked at each classification. A labourer who works more than one and a half hours as a slaughterman will be paid at the higher rate of pay for the day.

Other Functions. An employee engaged on a particular day who has performed

work that should be paid at different classification rates will be paid at these different rates for the time worked at each classification and/or combined units as elected by the employer.

3.6 Extra payments

Main Scale Operator \$3.05 per day

3.7 Juniors

Juvenile employees shall receive the following percentage of the adult rate of pay of the classification applicable:

16 years and under	= 50%
17 years	= 60%
18 years and over	=100%

3.8 Penalty and disability payments

The rates of pay set out in this clause include all existing penalty and disability payments other than those expressly provided for this Agreement.

3.9 Wage Increases

The wage increases contained in this clause will apply to all classifications prescribed in Clause 3 and Clause 11.

1) A 2.5% wage increase shall be paid from the beginning of the first pay period after 18 May 2019; and

(2) A further 2.5% wage increase shall be paid from the beginning of the first pay period after 18 May 2020.

(3) A further 2.5% wage increase shall be paid from the beginning of the first pay period after 18 May 2021.

(4) If the agreement rate is less than the Meat Industry Award rate for an employee due to increases awarded by the Fair Work Commission then the agreement rate is deemed equal to the award rate in accordance with section 206 of the Fair Work Act 2009. Any such adjustments made to increase the employees base rate to the award rate will be considered a part of any increase provided for under clause 3.10 of this agreement; and this base rate will only be increased by any unused part of the increase at the time of any rate change provided under this agreement.

3.10 General Provisions Pieceworkers

1. Duties of Small stock Slaughtermen: Conventional Dressing System

The duties of slaughterers shall be catching stunning, sticking, shackling, skinning and papering hind-legs and removing hind trotters, placing long hooks and removing shackle, skinning forelegs, removing tongue and sweet-bread, trying weasand, punching or knifing briskets, removing spreader, splitting skins, removing front trotters, flanking and thumbing up, clearing tail and rectum gut, punching-off skins, scalping and removing heads, gutting, removing pluck, separating gall bladder from liver and splitting or cutting down briskets. Sterilising knives and equipment as per QA Regulations.

2. Duties of Pig Floor Slaughtermen:

Loading Restrainer, stunning, shackling, sticking, lowering carcase into scalding tank, turning pigs in scalding tank, loading into machine, empty machine to scud table, remove excess hair with knife, remove toe nails, exposing tendons, applying gambel, loading pig to elevator, ringing bung, eviscerating carcase, brisket cut, dropping pluck, removal of head, ears or joule. Sterilising knives and equipment as per QA regulations.

3. Chain speeds

- (a) In normal circumstances chain speeds will be set.
Small Stock Slaughterman - 14 per man per 60 minutes
- (b) The operating speeds of the above systems shall be determined by the employer. If at any time company, customer, country regulatory of QA requirements cannot be met, the chain shall be slowed until the requirements are met.

4. Tallies

Pieceworkers will kill and treat the number of carcasses per day required by the employer of a minimum of 75 smallstock equivalent as required by the employer using the conventional system. The employer may require a tally of 95 smallstock equivalents to be processed with additional tally in excess of 95 by agreement. Calves when slaughtered on a sheep slaughtering chain shall be treated on the basis of one calf being equal to one sheep or lamb for the purposes of tally.

5. Overweights

Sheep and lambs in excess of 32.5 kg dressed weight shall be assessed in accordance with the following table:

Dressed Weight	Penalty
from 32.5kg - 36kg	50% of the constant unit rate
from 36.5kg - 43kg	75% of the constant unit rate
from 43.5kg and over	100% of the constant unit rate

The total overweight penalties treated on any day shall be divided by the number of slaughterers in the piecework team.

6. Adult Rams

Double rate will be paid for adult rams.

7. Meat Inspector

An employee with the required qualification to inspect product as and when requested by the employer.

4. ADDITIONAL PAYMENTS

4.1 Overtime

(1) It is a condition of engagement and of employment that an Employer may require an employee to work reasonable additional hours (including overtime on Saturdays, Sundays and Public Holidays) at overtime rates and such employee shall work overtime in accordance with such requirements. For part time employees, any work outside of the rostered hours will be overtime.

(2) The length and frequency of such overtime will be factors taken into consideration when determining whether such overtime is reasonable.

(3) Overtime will be paid for at time and a half for the first two and a half hours and double time thereafter, except where other rates are expressly applied in this Agreement.

(4) Any dispute regarding the working of overtime shall be resolved pursuant to the Settlement of Disputes procedure prescribed herein.

4.2 Work on Time

(a) If on any day the work has not been achieved as a result of delays or interruptions to work pieceworkers shall continue to work until work is completed or until the expiration of the hours of work prescribed in this Agreement.

(b) In the event of a delay or interruption to work occurring after the last carcass for the day has been stuck, the necessary pieceworkers and time workers shall remain to complete the processing of all carcasses.

4.2.1. Waiting Time

(i) When delays or interruptions to work occur, other than due to a cause as specified in clause 4.2(ii) waiting time shall be paid and calculated by the method prescribed in clause 4.2(e).

(ii) Waiting time shall not be payable where the delays or interruptions due to:

- (a) Proven stoppages of work whether within the section of the works where waiting time is claimed or other sections of the works.
- (b) Proven faulty work.
- (c) Proven acts of negligence or misconduct by employees, who are not the salaried staff of the employer.
- (d) Industrial disputes by employees of authorities or organisations responsible for the supply of electricity water, gas, sewerage or other essential to the continuance of meatworks operations.
- (e) Waiting time payments shall be calculated on the basis of \$30.44 per hour for slaughterers.

4.2.2 Drovers / Penners Up

- (a) Dog Allowance, Housing etc.
 - (i) An amount of \$3.27 per day shall be paid to each Drover, or Penner-up towards the maintenance of the dog or dogs (irrespective of number) used by each such employee in the course of his or her carrying out the job or service required by the employer. The payment prescribed by this sub-clause shall be payable whilst an employee is on Sick Leave, Annual Leave, Long Service Leave, and Public Holidays.
 - (ii) The employer shall provide housing to a standard agreed between the employer and the union for a maximum of two (2) dogs for each employee to which this sub-clause applies. In addition the employer shall supply each such employee with 1kg of suitable meat per day for each dog so housed and up to a maximum of two (2) dogs.
 - (iii) In the case of a properly identified dog injured or killed as a result of a specific incident occurring to the dog used by an employee in the course of his or her carrying out the job or service required by the employer, the employer shall pay:
 - (iv) All reasonable and legitimate veterinary expenses.
 - (v) Compensation of \$400.00 on the death of the dog.
 - (vi) It is the responsibility of the drover to make sure that muzzles are on at all times, and the dogs are fed and watered, eg: Weekends, Public Holidays.

- (b) Articles to be Supplied

The following are to be supplied by the employer and are to remain his or her property and if not returned when required, shall be paid for by the employee.

- (i) Muzzle for dogs.

- (ii) Raincoats for drovers on outside work.
- (iii) Waterproof boots to employees for wet conditions.
- (iv) Adequate portable lighting when required.

4.3 Guaranteed Minimum Payment

The guaranteed minimum weekly payments shall be:

- (a) Pieceworkers

Four times the daily classification rate

- (b) Follow-On Labourers

Four times the daily classification rate.

- (c) Timeworkers

Four times the daily classification rate.

- (1) Regular daily hire pieceworkers and follow on labourers have an additional 10% built into the unit rate. The classification rate referred to is the minimum payment for full time or part time employees based on their average classification of employment worked during the previous working week. In this agreement, all daily and weekly minimum payments include the dollars allocated to the rest day pool as per clause 9.5.

- (2) For the purpose of the guaranteed minimum payment all days off on paid or unpaid leave shall reduce proportionately the amount payable under this clause by eight hours. Such leave shall be:

- (a) Annual Leave
- (b) Personal (Sick/Carers) Leave
- (c) Long Service Leave
- (d) Public Holidays
- (e) Compassionate Leave
- (f) Parental Leave
- (g) Jury Service
- (h) Rest Days
- (i) Workers Compensation

- (3) Where your employment is terminated other than by resignation or on account of malingering, inefficiency, neglect of duty or misconduct, the guaranteed weekly payment shall be reduced proportionate to the number of days on which the employee has attended for duty.

(4)(i) Regular daily hire employees who present themselves for work in accordance with the provisions of this Agreement on any day shall receive a minimum days pay based on the ordinary time rate applicable to each employee's classification except for casuals who may receive a minimum of four (4) hours pay per day. Loadout, driver and drover personnel may be offered less than 4 hours work without entitlement to this minimum.

(ii) For loadout, driver and drover personnel normal hours of work can be varied up to a maximum of 10 hours per day, and the minimum number of hours worked on any day may be varied based on consumer demand. All time worked in excess of 10 hours on any day shall be paid for at time and a half for the first two and a half hours and double time thereafter, based on the ordinary time rate of pay (ie exclusive of any allowances, loading or additional payments provided by this agreement). A maximum of 40 hours is worked at ordinary time rate of pay in various combinations over 5 days. Where a fifth day is required and the number of ordinary hours worked has already reached 40 hours for the week, the employees shall be paid at time and a half for the first two and a half hours and double time thereafter based on the ordinary rates of pay. The minimum number of hours worked on any day may be varied.

(5) Regular Daily Hire Employees who present themselves for work in accordance with the provisions of this Agreement during the whole of any pay week are entitled to receive either the total amount of money payable in that pay week for work performed or a guaranteed weekly minimum payment of not less than 4 times their daily classification rate, whichever is the greater. Dollars allocated to the rest day pool for pieceworkers or follow-on labourers are considered a part of the employers obligation of meeting any minimum payments under this agreement. In the event of stop work meetings or strikes by employees, the minimum weekly payment entitlement will be forfeited by the equivalent amount for payment for the time of the stoppage.

4.4 Meal Allowance

A timeworker or piecework employee will be entitled to a meal allowance of \$13.96 per day where he or she has worked in excess of 9 hours actual paid working time on any one shift. This excludes time taken for any breaks.

Where an employees usual number of ordinary hours for a particular day is in excess of 8 hours under this agreement and an employee is required to work overtime for one and a half hours or more after their scheduled ordinary hours they will be paid a meal allowance of \$13.96. Any wage increases will be applied to this allowance.

4.5 Superannuation

(1) The Employer will on behalf of its employees make superannuation contributions of the minimum amount required by the Superannuation Guarantee (Administration) Act

1992 and the Superannuation Guarantee Charge Act 1992.

(2) All contributions will be forwarded monthly to the Meat Industry Employees Superannuation Fund.

(3) No contributions will be made by the Employer in respect of any unpaid absence from work of any employee.

5. PRODUCTION PROCESSES

5.1 Regulation of Chain Speeds

Chain speeds shall be regulated and controlled by the Plant Manager. If quality outcomes are not being achieved chain speeds maybe reduced.

5.2 Grindstones

The Employer shall provide sufficient grindstones in sections where the employees are required to use knives in the course of their duties, as is permitted by AQIS.

5.3 Tools of Trade

5.3.1 Labourers

(a) The following tools of trade shall be supplied to labourers when necessary for the performance of their duties:

- (i) Knives, equipped with a suitable guard of the type which stops the hand from slipping on to the blade;
- (ii) scabbard or other sheath made of impervious and non-ferrous material capable of being made sterile with ease.
- (iii) steel, with a plastic ring of at least 5cm (two inches) diameter.

(b) These shall remain the property of the employer.

(c) They shall be returned to the employer on termination of the employment or if they are not returned the employer shall be entitled to deduct their cost from any money owing to the employees.

(2) Employees must adhere to the Facility's safety procedures and wear such protective clothing and use such protective equipment as required at all times when performing their allocated tasks.

5.4 Allowances

All pieceworkers shall be paid a tool allowance which is incorporated into the piecework

rates set out in clause 3 (Pay Rates). It is the employees responsibility to ensure their tools meet the company's hygiene standards.

5.5 Sharpening of Knives

Employees shall sharpen their knives or any other tool that the employees are required to sharpen and keep sharp in the performance of their duties at times which do not interfere with the smooth running of the system. It is the employees responsibility to ensure their tools meet the company's hygiene standards.

6. LEAVE PROVISIONS

6.1 Meaning of "Ordinary Pay"

(1) For the purposes of this clause, "ordinary pay" in relation to any employee means remuneration for:

(a) The employee's ordinary weekly number of hours of work as prescribed in this agreement for shift, piece or time workers calculated at the ordinary time rate of pay plus the average of any additional earnings (excluding overtime) received by the employee for work performed during the ordinary hours of this period in respect of which the right to leave accrues, other than payments specifically excluded by other provisions of this Agreement.

(b) Where no ordinary time rate of pay is fixed for an employee's work under the terms of his or her employment, the ordinary time rate of pay shall be deemed to be the average ordinary time rate earned by him or her during the period in respect of which the right to leave accrues. This rate will then be used to determine leave payments for full time and part time employees applied against their average daily hours works during the time of accrual.

6.2 Annual Leave

(1) Except as otherwise provided in this Agreement, every employee other than a casual employee shall during a year of paid employment become entitled to Annual Leave of four (4) weeks on ordinary pay accrued progressively during that same period.

Employees eligible for annual leave shall be paid at the ordinary time rate earned by him or her during the period in respect of which the right to leave accrues.

(2) Employees are entitled to a 17.5% leave loading on annual leave.

(3) If an employee and the Employer so agree, Annual Leave may be taken wholly or partly in advance before the employee has become entitled to the Annual Leave.

(4) Annual leave shall be given by the employer and shall be taken by the employee

before the expiration of a period of six (6) months after the date upon which the right to such leave accrues.

(5) Except as otherwise provided in this clause, payment shall not be made by an Employer to an employee in lieu of Annual Leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.

(6) An employee may agree to receive pay in lieu of taking annual leave by providing notice to the Employer. An employee is not entitled to cash out more than two weeks leave in each 12 month period. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone. Where employees provide notice to the employer to cash out up to two weeks annual leave) this will only be provided where the employee would maintain four weeks leave after cashing out the entitlement.

(7) Unless otherwise agreed, the Employer shall endeavour to give each employee at least seven (7) days notice from which this Annual Leave shall be taken.

(8) Where any public holiday as provided for under Clause 6.5 (Public Holidays) of this Agreement occurs during any period of Annual Leave taken by an employee under this Clause, the period of the leave shall be increased by one day in respect of that public holiday.

(9) Where a period of personal/carer's leave occurs during any period of Annual Leave taken by an employee under this Clause, the period of the leave recorded as taken shall be reduced by the amount of personal/carer's leave.

(10) Where the employment of an employee who has become entitled to Annual Leave provided by this Agreement is terminated and the employee has not taken any part of that leave, the Employer shall be deemed to have given the leave to the worker from the date of the termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining Annual Leave.

6.3 Personal / Carers Leave

(1) All employees other than casual employees may take paid personal/carer's leave if the leave is taken:

(a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

(b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of a personal illness, or personal injury, affecting the member; or an unexpected

emergency affecting the member;

and shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations. Immediate family of an employee means:

(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

(2) Employees eligible for personal/carers leave shall be paid equal to the average ordinary time amount earned by him or her during the period in respect of which the right to leave accrues.

(3) Personal/carer's leave shall be accrued pro rata from commencement of permanent employment to a maximum of 10 days per year. An employee:

(a) shall not be entitled to be paid leave of absence for any period in respect of which he or she is entitled to workers' compensation under the relevant State legislation.

(b) shall within twenty four (24) hours of the commencement of such absence inform the Employer of his or her inability to attend for duty and as far as is practicable state the nature of reason for this leave and the estimated duration of the absence. If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for duty, he or she shall notify the Employer forthwith and as far as is practicable state the estimated duration of the further absence. And call the works by 12.00pm the day before resuming work.

(c) must give his or her employer notice of the taking of leave under this clause by the employee. The notice must be given to the employer as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.

An employee who has given his or her employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that it is paid personal/carer's leave.

In the case of injury or illness the employee shall be required to produce a medical certificate or other proof of illness or injury satisfactory to the Employer for any period of absence of 2 days or more to be entitled to payment for such absence.

(d) taking paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

(e) who has become entitled to Personal/Carer's Leave provided by this Agreement is terminated and the employee has not taken any part of that leave, the Employer shall be deemed to have given the leave to the worker from the date of the termination of the

employment and shall forthwith pay to the worker, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining Personal/Carer's Leave.

6.4 Long Service Leave

(1) All employees, other than casuals, shall be entitled to long service leave in accordance with this Agreement. The ordinary rate of pay is to be taken to be the average ordinary time rate earned by you in the 12 months immediately before you take long service leave.

(2) The amount of such entitlement shall be, on the completion by you of fifteen (15) years continuous employment with us, thirteen (13) weeks long service leave and thereafter an additional four and a third weeks long service leave on completion of each additional five (5) years of continuous employment with the Employer.

(3) If you are entitled to any amount of long service leave after seven and a half years of continuous service and die before or while taking long service leave we shall pay to your personal representative a sum equal to the amount of ordinary pay that would have been payable to you in respect of the period of long service leave not taken by you less any amount already paid to you in respect of any such leave not taken.

(4) When you become entitled to long service leave under this clause such leave shall be granted by the us as soon as practicable having regard to operational factors, provided that:

(a) The taking of such leave may be postponed to such date as is mutually agreed.

(b) In no case shall any entitlements to long service leave be lost or in anyway affected by the foregoing provisions of this sub-clause or by failure or refusal of us to grant this leave.

(c) In the case where you have completed at least five (5) but less than seven and one half (7.5) years of continuous employment with our company, and where your employment is terminated by us for any cause, other than gross misconduct as defined in this agreement or on account of permanent incapacity arising out of an injury which has occurred in the relevant legislation or by the permanent retirement of the employee on account of age or on account of genuine illness for which a medical certificate shall be provided by you to us, such amount of Long Service Leave as equals one-sixtieth of the period of your continuous employment.

(5) Where you have become entitled to Long Service Leave provided by this Agreement and your services are terminated prior to the taking of any part of that leave, we shall be deemed to have given the leave to you from the date of the termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to you, your ordinary pay for the period of that Long Service Leave.

(6) If you and the company agree:

(a) the first thirteen (13) weeks long service leave to which the employee becomes entitled may be taken in two (2) or three (3) separate periods; and

(b) any subsequent period of long service leave to which the employee becomes entitled may be taken in two (2) separate periods; but save as aforesaid, long service leave shall be taken in one (1) period.

(7) The ordinary pay for long service leave shall be paid in one of the following ways:

(a) in full when the employee commences leave on their first normal pay day of this leave period ; or

(b) into the employees nominated bank account on a weekly basis on their normal pay day.; or

(c) in any other way agreed between you and us and the right to receive ordinary pay in respect of such leave shall accrue accordingly.

6.5 Public Holidays

(1) All employees other than casual employees shall receive payment in accordance with Clause 3 (Pay Rates) at the average daily earnings, earned within ordinary hours, for the five (5) working days immediately preceding the working day before such holiday or holidays. Gazetted public holidays include the following: Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Queen's Birthday, Melbourne Cup Day and any substituted days. Where a casual employee is requested to work on a public holiday he or she will be entitled to payment at a rate of double the base rate of pay for the hours worked during this public holiday. An employer, by agreement with an employee or employees, may substitute another day for any public holiday.

(2) There will be no day in lieu for Anzac Day where this is not gazetted.

(a) Butchers Picnic Day is not a paid holiday and employees are not granted permission to be absent on this day.

(b) An employee shall not be entitled to payment for any such holiday or holidays if the employee is absent from his or her employment on any part of the working day before or the working day after such holiday or holidays except where such absence is by the consent of the employer or on account of Annual Leave, Workers' Compensation under the relevant State Legislation, Compassionate Leave, personal sickness or incapacity. A doctor's certificate provided by the employee is required by the employer and shall be proof of such sickness or incapacity. Provided that:

c) if the employee is dismissed by the employer through no fault of the employee on the working day before the holidays he or she shall qualify for payment for Such holiday or holidays.

- (3) An employer may request an employee to work on a public holiday if the request is reasonable. If an employer requests an employee to work on a public holiday, the employee may refuse the request if the request is not reasonable; or the refusal is reasonable.

In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

- (a) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) whether the employee could reasonably expect that the employer might request work on the public holiday;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
- (f) the amount of notice in advance of the public holiday given by the employer when making the request;
- (g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request;
- (h) any other relevant matter.

(4) By agreement with the consultative committee, the employer may allow an earlier starting time where Good Friday, Christmas and New Years Day is the next day.

6.6 Unpaid carer's leave

- (1) All employees, including casuals, are entitled to 2 days of unpaid carer's leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member.
- (2) An employee may take unpaid carer's leave for a particular permissible occasion as a single continuous period of up to 2 days any separate periods to which the employee and his or her employer agree.

- (3) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
- (4) An employee must give his or her employer notice of the taking of leave under this clause by the employee. The notice must be given to the employer as soon as practicable (which may be a time after the leave has started); and must advise the employer of the period, or expected period, of the leave.
- (5) An employee who has given his or her employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that it is paid unpaid uncarer's leave.

6.7 Compassionate Leave

- (1) All employees (including casual employees) are entitled to compassionate leave (also known as bereavement leave).
Compassionate leave can be taken when a member of an employee's immediate family or household:
 - dies or
 - suffers a life-threatening illness or injury.
 - Immediate family is an employee's spouse
 - de facto partner
 - child
 - parent
 - grandparent
 - grandchild
 - sibling, or a
 - child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.Employees will be able to take compassionate leave for other relatives (eg. cousins, aunts and uncles) if they are a member of the employee's household, or if the employer agrees to this.
- (2) Amount of compassionate leave
All employees are entitled to 2 days compassionate leave each time an immediate family or household member dies or suffers a life threatening illness or injury.
The compassionate leave can be taken as:
 - a single continuous 2 day period, or
 - 2 separate periods of 1 day each, or
 - any separate periods the employee and the employer agree.An employee does not accumulate compassionate leave. It can be taken any time an employee needs it.
If an employee is already on another type of leave (eg. annual leave) and needs to take compassionate leave, the employee can use compassionate leave instead of the other leave.

- (3) **Payment for compassionate leave**
Full-time and part-time employees receive paid compassionate leave and casual employees receive unpaid compassionate leave.
Full-time and part-time employees are paid at their base pay rate for the ordinary hours they would have worked during the leave.
This doesn't include separate entitlements such as incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates.
Compassionate leave is unable to be cashed out.
- (4) **Notice and evidence**
An employee taking compassionate leave must give their employer notice as soon as they can (this may be after the leave has started). The employee must tell the employer of the period, or expected period, of the leave. An employer can request evidence about the reason for compassionate leave (e.g. a death or funeral notice or statutory declaration). This request for evidence has to be reasonable. If the employee doesn't provide the requested notice or evidence they may not get compassionate leave.

6.8 Parental Leave Entitlement

(1) Subject to this clause, employees with a minimum of 52 weeks continuous employment prior to taking leave pursuant to this clause are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child in accordance with the Act and this Agreement.

Maternity Leave

(2) A female employee shall, upon production of a medical certificate confirming her pregnancy and expected date of confinement be entitled to a period of up to 52 weeks unpaid maternity leave up to the child's first birthday.

Paternity Leave

(3) A male employee shall, on the production of a medical certificate naming his spouse (including de facto spouse), confirming her pregnancy and expected date of confinement or date of birth be entitled to 52 weeks unpaid paternity leave up to the child's first birthday.

Adoption Leave

(4) An employee shall, upon the production of appropriate documentation from an adoption agency or government authority confirming the placement of an adopted child, be entitled to 52 weeks unpaid adoption leave up to the child's first birthday. Such leave may be taken as a period of up to three weeks at the placement of a child and subsequent period of 49 weeks or an unbroken period of 52 weeks following the placement of a

child.

Termination of Employment

(5) The Employer shall not terminate the employment of an employee on the grounds of pregnancy or absence on maternity, paternity or adoption leave but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.

(6) An employee returning to employment following an absence authorised by this clause shall be entitled to the position he or she held immediately before taking such leave.

Continuity of Employment

(7) Absence on maternity, paternity or adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the employee's period of service for the purposes of this Agreement.

6.9 Community Service Leave

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:

- (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity;
- and

unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

(1) Each of the following is an eligible community service activity:

- (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
- (b) a voluntary emergency management activity.

(2) An employee engages in a voluntary emergency management activity if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:

- (i) the employee was requested by or on behalf of the body to engage in the activity; or
- (ii) no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

(3) If any employee, other than a casual employee, is required to attend an eligible community service activity, for each day on which he or she so attends, be granted leave by the Employer for that day. Such employee shall be paid an amount equal to the difference between the fee to which he or she is entitled for attending on such day and, in the case of time and piece workers the rate prescribed in Clause 3 (Pay Rates) for the classification in which he or she is employed.

(4) If an employee, other than a casual employee, is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods,

(a) the employer is only required to pay the employee for the first 10 days of absence; and

(b) evidence needs to be provided by the employee in relation to the requirement to attend detailing any eligible payment for such service; and

(c) where payment is required by the employer there shall be a payment of an amount equal to the difference between the base rate to which he or she is entitled for and the employees ordinary hours of pay during the period and that payment otherwise eligible for such service. Casual employees are not eligible for any payment for jury service from the employer.

6.10 Casual Employee Entitlement

All casual employees will be entitled to two days unpaid personal/carer's leave, two days unpaid compassionate leave, unpaid community service leave, and unpaid parental leave in accordance with the National Employment Standards in Part 2-2 Fair Work Act 2009.

6.11 Resuming after an Absence

(1) Employees absent from work for any reason whatsoever except annual, long service, or other leave approved by the Employer, shall contact the employment officer or the person nominated by the Employer by midday on the working day prior to resuming and make the necessary arrangements to resume work.

(2) Should any employee present himself or herself for work after an absence without first making the necessary arrangements to resume work, the Employer shall not be obliged to employ him or her on that particular day.

7. OTHER ARRANGEMENTS

Employee Meetings

It is deemed to have been a stoppage if any employee meeting continues into working time. Employees shall not be entitled to payment for the period of any such stoppages. The Employer may require employees to work such time beyond the scheduled shift completion time as is necessary to make up any lost time caused by such stoppages, for which the employees will be paid at their ordinary time rate of pay.

8. CONSULTATIVE ARRANGEMENTS

8.1 Settlement of Disputes

- (1) Work shall continue throughout all negotiations
- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (4) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (5) Fair Work Commission may deal with the dispute in 2 stages:
 - (a) Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Australia may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

- (7) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term subject to each party's right to appeal.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1 Operation of Occupational Health and Safety Act 2004 (Vic)

The Employer recognises that the Occupational Health and Safety Act 2004 (Vic) and any Regulations made under that Act shall apply to all workplaces covered by this Agreement.

9.2 Protective Clothing

(1) The Employer shall provide all employees with clean outer clothing, and clean head covering, and in accordance with job requirements, waterproof boots.

(2) The clothing shall be provided daily, free of charge, prior to the commencement of work and shall be returned by the employee.

(3) The clothing remains the property of the Employer and the employee shall take special care of the clothing.

9.3 First-Aid

First aid will be administered by a certified person at the facility.

9.4 Rest Periods

9.4.1 All employees, except shift employees, shall be allowed a 15 minute rest break between 9.00am and 10.30am and a 15 minute rest break between 3.00pm and 4.00pm, provided that, if mutually agreed, such rest breaks may be varied to a 20 minute period between 9.00am and 10.30am and a 10 minute period between 3.00pm and 4.00pm. In slaughtering sections stickers shall commence their rest break 15 minutes earlier than the team slaughterers.

9.4.2 Shift employees shall be allowed a 15 minute rest break during the first 3 hours of their work period and a further 15 minute rest break during the last 3 hours of their work period.

9.4.3 Pieceworkers shall be permitted to cease work each day for 3 additional periods of 5 minute each at times fixed by the employer after consultation with the affected employees. All of the above rest periods for all types of employees will add to the normal working day.

9.5 Rest Days

- 9.5.1 All pieceworkers and follow-on labourers will allocate ten dollars of their ordinary time earned each day to a 'pool', where they attend work and perform the inherent requirements of a slaughterman or follow-on labourer duties as defined in this agreement, that will be used to provide for a payment when the employee takes a rest day.
- 9.5.2 A rest day must be taken on a day mutually agreed between the employer and employee. The employee may be required to accumulate up to seven (7) rest days; however each rest day should be taken before the expiration of 12 months from the anniversary date at which such accumulation began.
- 9.5.3 An amount of dollars in the 'pool' for each leave day will accumulate over thirteen separate four-week periods during each calendar year. An employee will not allocate any dollars to this 'pool' when they do not perform the inherent requirements of a slaughterman or follow-on labourer duties as defined in this agreement on a given day. A person will therefore be able to take thirteen rest days per year.
- 9.5.4 At the end of each four-week period the value of each employees rest day for that given period will be determined based on the previous four-weeks attendance to normal duties.
- 9.5.5 Timeworkers will allocate the first ten dollars of ordinary time earned each day towards the 'pool' to be determined and taken in accordance with this clause 9.5. This clause is not intended to extend the number of hours worked at ordinary time rates to in excess of 40 hours in any given week.
- 9.5.6 These dollars allocated to the pool are considered a part of the employers obligation of meeting any minimum payments under the terms of this agreement. The ten dollars is an allocation of dollars taken from an employees pay after the minimum obligations have been met. The allocation of these dollars for use as rest days will not increase the employer's minimum payment requirements.
- 9.5.7 This clause does not apply to any person employed on a casual basis.
- 9.5.8 Where the employment of an employee who has become entitled to Rest Days provided by this Agreement is terminated and the employee has not taken any part of that leave, the Employer shall be deemed to have given the rest day to the worker from the date of the termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining Rest Days.

10. TRAINING

10.1 Process for the Development of Training

- (1) You shall be given access to and participate in training programs directly relevant to the work performed and the operational requirements of the Employer.
- (2) In establishing and delivering training the following principles shall be adhered to:

(a) training will be predominantly delivered at the Facility including on the job, but when necessary off the job training will be provided;

(b) employees will participate in training programs aimed at multi-skilling and other appropriate training programs.

(3) A company nominated teacher shall be paid \$7.50 per day until such time as the learner is capable of working without direct supervision from the teacher.

Payment of Learners

(4) Learners shall be paid no less than the labourer's rate of pay during the learning period.

11. SATURDAY WORK: PIECEWORKERS AND FOLLOW-ON LABOURERS

All Saturday work shall be voluntary.

(a) Pay Rates

Mutton and Pig Slaughterers	Minimum 60 x \$3.80 per head
	Maximum 70 x \$3.80 per head

Mutton and Pig Labourers	Minimum 60 x \$2.63 per head
	Maximum 70 x \$2.63 per head

(b) Hours of Work Starting to commence at 6am and cease at 11.20am for maximum tally. Chain to be set at 14 per slaughterman per hour.

12. GENERAL ADDENDUM

12.1 (a) When employees are absent and does not ring the plant office before midday on the day of such absence, they may be stood down the following day.

(b) If they produce a doctor's certificate they will be paid appropriate sick leave, but may still be stood down pursuant to part (a) hereof.

12.2 There shall be no eating outside the amenities or in the car park.

12.3 No employees are to leave the works or enter the employees' car park in their white work clothes without permission by their supervisor.

12.4 If permitted, smoking shall be confined to the designated smoking areas provided by the employer.

12.5 Flexibility

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

13. SIGNATORIES

Dated: 13.09.2018

Signed for and on behalf of Tatura Abattoirs Pty Ltd by its authorised representative in the presence of:

Signature of Witness



Signature of Authorised Representative



Name of Witness
(BLOCK LETTERS)

MATTHEW GILLIS

Name of Authorised Representative
(BLOCK LETTERS)

JARROD WINTERS.

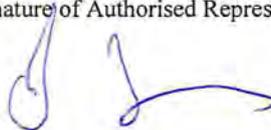
Dated: 13/9/2018

Signed for and on behalf of AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION by its authorised representative in the presence of:

Signature of Witness



Signature of Authorised Representative



Name of Witness
(BLOCK LETTERS)

MATTHEW GILLIS

Name of Authorised Representative
(BLOCK LETTERS)

JUSTIN TORNEY

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG 2018/5243

Applicant: Tatura Abattoirs Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

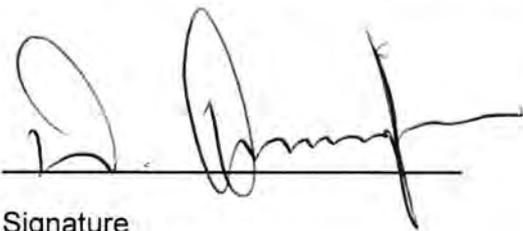
I, David Cunningham, General Manager for Tatura Abattoirs Pty Ltd give the following undertakings with respect to the Tatura Abattoirs Pty Ltd and Australian Meat Industry Employees Union Collective Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Tatura Abattoirs to provide this undertaking in relation to the application before the Fair Work Commission.
2. Clause 8 will allow for the settlement of disputes in relation to the National Employment Standards.
3. Shiftworkers as defined under clause 2.11 with an entitlement to annual leave will receive five weeks annual leave per year. These shiftworkers are defined for the purposes of the National Employment Standards as required by section 196(2) of the Fair Work Act.
4. Clause 2.3 (3) will be restricted to only allow summary dismissal where there has been serious misconduct.
5. Clause 2.4 (1) of the agreement is ineffective. Notice of termination by an employee will be the same as required by an employee as per clause 16.1 of the Meat Industry Award 2010.
6. For the purposes of sub-clause 2.11(4), will be changed such that afternoon shift includes:
 1. any shift finishing after 8.00 pm and at or before midnight, and/or
 2. any shift commencing at or after 2.00 pm and finishing at or before midnight.
7. Clause 2.12 (2) will provide a minimum of 4 hours minimum payment on Saturdays and Sundays for livestock, transport and loadout personnel as per Meat Industry Award 2010. Cleaning personnel may be engaged for a minimum of 2 hours as per clause 15.6 of the Meat Industry Award 2010.
8. Clause 2.12 (3) will provide for double time to be paid for all personnel working on a Sunday. Clause 2.8(1) Shall be extended to include include new methods of meat distribution. Should there be a requirement for loadout services in the future for personnel engaged in the wholesale sales of meat the parties agree to commence consultation as defined in Clause 2.8. The Company and the Union agree that the definition for engagement of load out personnel will be assessed in line with precedents by the Commission.

9. Overtime is paid for all time worked outside of ordinary hours on any day or in the case of a shiftworker outside of the ordinary rostered hours. In our agreement we pay double time after 2.5 hours rather than 3 hours as per section 36.1 of the Meat Industry Award 2010.
10. In the event of delays or interruptions to work that would cause employees to work in excess of 7.6 ordinary hours then any work on time performed will be paid at overtime rates.
11. Clause 2.9 (2) will provide for ordinary hours for casual employees to read as Monday to Friday only rather than Monday to Saturday as shown, unless as part of a work program as per to Clause 31 (f) (ii) of the Meat Industry Award 2010.
12. Where a fixed nightshift is worked as per clause 33 of the Meat Industry Award we will pay a shift allowance of 130%. We do not intend to engage any employee on this basis as we would provide the option to rotate with other shifts.
13. Follow on Labourers are daily hire timework employees and we will pay these personnel a guaranteed minimum day's pay of \$148.91 for up to 6 hours and 06 minutes of timework. Employees will then receive an incentive payment for any units processed above 75 units tally as per clause 3.2.1(ii) of the agreement at the normal speed of 14 units per hour. These rates include a 10% loading for daily hire.

Where the follow-on labourer has completed their work as per clause 2.7 (c) their working day is complete. If they have finished their day earlier than expected they will be able to leave early with full payment for their minimum day.

14. As per clause 3.9 (4) of the agreement all personnel that were below the modern award as at 1 July 2018 were adjusted from the Pay Rates at section 3 to the modern award rate from 1 July 2018. These rates were for drivers \$20.71 per hour, loadout and all others \$19.84 per hour. Junior rates were also adjusted upwards in proportion to agreement clause 3.7.
15. Clause 3.10 (3) will be amended to be that where the agreement wage rate is less than the Meat Industry Award 2010 it will be adjusted to the award rate plus 10 cents per hour.
16. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

12.12.19

Date