DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Lamb Colac Labour Hire Pty Ltd
(AG2015/4028)

AUSTRALIAN LAMB COLAC LABOUR HIRE PTY LTD ENTERPRISE AGREEMENT 2015
Meat Industry

SENIOR DEPUTY PRESIDENT HAMBERGER SYDNEY, 29 JULY 2015

Application for approval of the Australian Lamb Colac Labour Hire Pty Ltd Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the Australian Lamb Colac Labour Hire Pty Ltd Enterprise Agreement 2015 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act).

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

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

[4] The Agreement is approved and will operate from 5 August 2015. The nominal expiry date of the Agreement is 3 years from approval.

SENIOR DEPUTY PRESIDENT

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Australian Lamb Colac Labour Hire Pty Ltd Enterprise Agreement 2015
Australian Lamb Colac Labour Hire Pty Ltd
Enterprise Agreement 2015
Table of Contents

1. TITLE .................................................................................................................. 4
2. PERIOD OF OPERATION .................................................................................. 4
3. DEFINITIONS AND INTERPRETATION ......................................................... 4
4. APPLICATION AND COVERAGE .................................................................. 5
5. AVAILABILITY OF THIS AGREEMENT ....................................................... 5
6. THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT .... 5
7. EMPLOYER POLICIES AND PROCEDURES ............................................. 5
8. NO EXTRA CLAIMS ....................................................................................... 5
9. FLEXIBILITY .................................................................................................. 6
10. MEDICAL EXAMINATIONS AND RELATED MATTERS .......................... 7
11. WORK TO BE PERFORMED ....................................................................... 7
12. STAND DOWN ............................................................................................. 8
13. EMPLOYEE FACILITIES ........................................................................... 8
14. PROBATION .................................................................................................. 8
15. FACILITATIVE PROVISIONS .................................................................. 9
16. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE ............. 10
17. DISPUTE RESOLUTION ............................................................................ 12
18. TYPES OF EMPLOYMENT ....................................................................... 12
19. FULL-TIME EMPLOYMENT ..................................................................... 13
20. PART-TIME EMPLOYMENT ..................................................................... 13
21. CASUAL EMPLOYMENT .......................................................................... 13
22. TERMINATION OF EMPLOYMENT ........................................................... 14
23. REDUNDANCY ........................................................................................... 15
24. ABANDONMENT OF EMPLOYMENT ....................................................... 16
25. SUMMARY DISMISSAL .......................................................................... 16
26. WARNINGS ................................................................................................ 16
27. RETURN OF EMPLOYER PROPERTY ....................................................... 17
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>28.</td>
<td>CLASSIFICATIONS</td>
</tr>
<tr>
<td>29.</td>
<td>MINIMUM WAGES</td>
</tr>
<tr>
<td>30.</td>
<td>ALLOWANCES</td>
</tr>
<tr>
<td>31.</td>
<td>ACCIDENT MAKE UP PAY</td>
</tr>
<tr>
<td>32.</td>
<td>PAYMENT OF WAGES</td>
</tr>
<tr>
<td>33.</td>
<td>SUPERANNUATION</td>
</tr>
<tr>
<td>34.</td>
<td>HOURS OF WORK</td>
</tr>
<tr>
<td>35.</td>
<td>BREAKS</td>
</tr>
<tr>
<td>36.</td>
<td>ROSTERING</td>
</tr>
<tr>
<td>37.</td>
<td>ROSTERED DAYS OFF</td>
</tr>
<tr>
<td>38.</td>
<td>MAKE-UP TIME</td>
</tr>
<tr>
<td>39.</td>
<td>OVERTIME</td>
</tr>
<tr>
<td>40.</td>
<td>ANNUAL LEAVE</td>
</tr>
<tr>
<td>41.</td>
<td>PERSONAL/CARER’S LEAVE AND COMPASSIONATE LEAVE</td>
</tr>
<tr>
<td>42.</td>
<td>COMMUNITY SERVICE LEAVE</td>
</tr>
<tr>
<td>43.</td>
<td>PUBLIC HOLIDAYS</td>
</tr>
<tr>
<td>44.</td>
<td>PARENTAL LEAVE</td>
</tr>
<tr>
<td>45.</td>
<td>LONG SERVICE LEAVE</td>
</tr>
<tr>
<td>46.</td>
<td>LEAVE ENTITLEMENTS DURING WORKERS COMPENSATION</td>
</tr>
<tr>
<td>47.</td>
<td>RESUMING AFTER AN ABSENCE</td>
</tr>
</tbody>
</table>
Part 1—Application and Operation

1. TITLE
This Agreement is the Australian Lamb Colac Labour Hire Pty Ltd Enterprise Agreement 2015.

2. PERIOD OF OPERATION
2.1. This Agreement shall come into force on the date of approval specified by the Fair Work Commission (Commencement Date). The Nominal Expiry Date of this Agreement is the date 3 years from the Commencement Date.

3. DEFINITIONS AND INTERPRETATION
3.1. In this Agreement, unless the contrary intention appears:
3.1.1. Act means the Fair Work Act 2009 (Cth);
3.1.2. AM shift means any shift commencing at or after 5:00am (but before 3:00pm) and finishing at or before 7:00pm.
3.1.3. Chiller Employee means an Employee who regularly works in the chillers where the temperature is at or below zero degrees centigrade;
3.1.4. continuous service has the meaning in section 22 of the Act;
3.1.5. Employee means an individual employed by the Employer to work at the Employer’s facility located at 1 Tristania Drive Colac Victoria and perform activities which include killing, dressing, boning, slicing, preparation, packing, manufacturing, processing or storing fresh meat or readying fresh meat for distribution and/or related activities, in a classification specified in this Agreement;
3.1.6. Employer means Australian Lamb Colac Labour Hire Pty Ltd ACN 083 123 111;
3.1.7. NES means the National Employment Standards under the Fair Work Act 2009 (Cth);
3.1.8. PM shift means any shift commencing at or after 3:00pm and finishing at or before midnight; and
3.1.9. Union means the Australasian Meat Industry Employees’ Union.

3.2. For the purpose of the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

3.3. Ordinary hourly rate for overtime and other purposes
For all purposes of the Agreement, except where otherwise expressly provided:
3.3.1. ordinary hourly rate means the hourly rate of pay prescribed in clause 29 for the classification of the Employee under this Agreement;
3.3.2. **time and a half** means the ordinary hourly rate increased by 50%; and
3.3.3. **double time** means the ordinary hourly rate increased by 100%;
3.3.4. **double time and a half** means the ordinary hourly rate increased by 150%; and
3.3.5. **triple time** means the ordinary hourly rate increased by 200%.

3.4. Where this Agreement refers to an entitlement or condition of employment provided for in the NES, definitions used in the NES apply.

4. **APPLICATION AND COVERAGE**

This Agreement covers and applies to the Employer and the Employees.

To the extent permitted by law, the Employer will apply terms and conditions which are equivalent to the terms and conditions of this Agreement in relation to any individuals working at the Employer’s facility and engaged as an Employee at 1Tristania Drive Colac Victoria under labour hire arrangements.

5. **AVAILABILITY OF THIS AGREEMENT**

Employees shall have ready access to this Agreement within the Employer’s workplace.

6. **THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT**

The NES and this Agreement contain terms and conditions of employment for Employees covered by this Agreement. For the avoidance of doubt, this Agreement operates to the exclusion of any Award that, but for the operation of this Agreement, may apply to the employment of the Employees covered by this Agreement.

To the extent of any inconsistency between this Agreement and the NES, the NES will prevail. To the extent of any inconsistency between this Agreement and any other agreement between the Employer and an Employee, this Agreement will prevail.

7. **EMPLOYER POLICIES AND PROCEDURES**

Whilst they do not form part of this Agreement, nor are they incorporated in an Employee’s contract of employment, Employees are required to comply with and conduct themselves in accordance with the Employer’s policies and procedures as amended from time to time.

8. **NO EXTRA CLAIMS**

8.1. Subject to any ability to seek to vary or terminate this Agreement in accordance with the provisions of the Act, no further claims will be made or pursued by any party to this Agreement in relation to terms and conditions of employment between the Commencement Date and the Nominal Expiry Date, save that nothing in this clause prevents or restricts the Employer in any way from:

8.1.1. making, varying or terminating any policy, procedure or guideline if the policy, procedure or guideline as made, varied or terminated is not inconsistent with the provisions of this Agreement, whether or not the subject matter of the policy, procedure or guideline is otherwise dealt with in this Agreement; or
8.1.2. seeking the agreement of an Employee or agreeing with an Employee to enter into, vary or terminate any contract between the Employer and the Employee, if the contract as made, varied or terminated is not inconsistent with the terms of this Agreement, whether or not the subject matter of the contract is dealt with in this Agreement.

9. FLEXIBILITY

9.1. Notwithstanding any other provision of this Agreement, the Employer and an Employee may make an individual flexibility agreement varying the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the Employee. The terms the Employer and the Employee may agree to vary the application of are those concerning:

9.1.1. arrangements for when work is performed;
9.1.2. overtime rates;
9.1.3. penalty rates;
9.1.4. allowances; and
9.1.5. leave loading.

9.2. The Employer and the Employee must have genuinely made the individual flexibility agreement without coercion or duress.

9.3. The Employer must ensure that the terms of the individual flexibility agreement:

9.3.1. are about permitted matters under section 172 of the Act;
9.3.2. are not unlawful terms under section 194 of the Act;
9.3.3. result in the Employee being better off overall than the Employee would be if no individual flexibility agreement was made.

9.4. The Employer must ensure that the individual flexibility agreement:

9.4.1. is in writing;
9.4.2. includes the name of the Employer and Employee; and
9.4.3. is signed by the Employer and the Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
9.4.4. includes details of:
   9.4.4.1. the terms of this Agreement that the Employer and the Employee have agreed to vary;
   9.4.4.2. how the agreement will vary the effect of the terms;
   9.4.4.3. how the Employee will be better off overall in relation to the Employee's terms and conditions of employment as a result of the individual flexibility agreement, and
9.4.5. states the date the agreement commences to operate.
9.5. The Employer must give the Employee a copy of the individual flexibility agreement within 14 days after the parties agree to it and keep the agreement as a time and wages record.

9.6. Except as provided in clause 9.4.4 the agreement does not require the approval or consent of a person other than the Employer and the Employee.

9.7. If it is the Employer seeking to enter into an individual flexibility agreement the Employer must provide a written proposal to the Employee. Where the Employee’s understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

9.8. The individual flexibility agreement may be terminated:

9.8.1. by the Employer or the Employee giving no more than 28 days’ notice of termination, in writing, to the other party; or

9.8.2. at any time, by written agreement between the Employer and the Employee.

9.9. The right to make an individual flexibility agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an Employee contained in any other term of this Agreement.

10. MEDICAL EXAMINATIONS AND RELATED MATTERS

10.1. During their employment, Employees must submit to medical examinations, drug testing and alcohol testing and participate in injury prevention programs as required by the Employer. All expenses relating to such examinations will be paid for by the Employer.

10.2. At any time during his or her employment if an Employee contracts an illness which may affect his or her ability to perform the inherent requirements of the job, the Employee must notify the Employer.

11. WORK TO BE PERFORMED

11.1. Subject to training, skills and competence, Employees will be required to work in all process areas including processing, production, chillers, co-products, value adding rooms, coldstore and other areas as required by production requirements or demands.

11.2. Emphasis will be on meeting market competitive efficiencies through team work. Employees will train to be multi-skilled, team players and to be capable to adapt to changing methods and patterns of work. Process design is expected to change and Employees will be required (after training) to work on new tasks.

11.3. Employees will be required to participate in training to become proficient in all tasks in all areas and understand and respond to work demands. Some Employees may have difficulty becoming proficient in performing all tasks in all areas. In these instances assistance will be provided, to wherever possible, overcome these difficulties.

11.4. Employees will be trained on what must be achieved and standards of quality as defined by the Employer’s work instructions, operating procedures, policies and such other standards as are required by the Employer from time to time to ensure product integrity. Technical skills will be practiced and Employees will
need to apply this to the work process in order to achieve team outputs and meet production goals.

11.5. Success for both the enterprise and the Employee will result from being market competitive due to production efficiencies and product quality. Employee teams will be expected to complete daily production outputs within the time allotted.

11.6. Daily production volumes will be determined by the Employer so as to maximise the product quality, output numbers, Employee welfare, safety wellbeing, and job satisfaction.

12. STAND DOWN

12.1. The Employer is entitled to stand down Employees where production ceases due to a lack of stock or breakdown in equipment, or during any other stoppage of work for any cause for which the Employer cannot reasonably be held responsible.

12.2. Subject to clause 12.3, a part time or full time Employee will continue to be paid at his or her ordinary hourly rate for the ordinary hours the Employee would otherwise have worked during the first three days of any stand down period. If a stand down period exceeds three days, or clause 12.3 applies, a part time or full time Employee will be required to take either accrued annual leave or leave without pay for the remainder of the stand down period. The Employer is not required to make payments to a casual Employee during a period of stand down.

12.3. Stand down time will not be payable where a cease in production or stoppage of work is due to:

12.3.1. faulty work;
12.3.2. acts of negligence or misconduct by Employees;
12.3.3. industrial action by Employees; or
12.3.4. acts of industrial sabotage by Employees.

13. EMPLOYEE FACILITIES

The Employer will provide the following facilities for Employees.

13.1. boiling water in sufficient quantities to make an adequate supply of hot drinks for each Employee during meal breaks or rest periods; and
13.2. a meals area, changing rooms, toilets, wash basins and showers in accordance with the provisions of the WorkSafe Victoria Compliance Code for Workplace Amenities and Work Environments (Edition No 1 September 2008);
13.3. adequate supplies of anti-bacterial soap and sterile drying equipment in all washrooms; and
13.4. ready access to cool drinking water.

14. PROBATION

14.1. New Employees will serve a 6 month probation period at the start of employment during which time either party may terminate the employment
relationship with one weeks' notice or at the Employer's discretion, pay in lieu of notice. No notice period is required for casual Employees.

Part 2—Consultation and Dispute Resolution

15. FACILITATIVE PROVISIONS

15.1. Agreement to vary Agreement provisions

15.1.1. This Agreement also contains facilitative provisions, which allow agreement between the Employer and Employees on how specific Agreement provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in clauses 15.2 and 15.3.

15.1.2. The specific Agreement provisions establish both the standard conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid obligations under this Agreement nor should they result in unfairness to an Employee or Employees covered by this Agreement.

15.2. Facilitation by individual agreement

15.2.1. The following facilitative provisions can be utilised by agreement between the Employer and an Employee:

<table>
<thead>
<tr>
<th>Clause number</th>
<th>Provision</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.3</td>
<td>Transfer from one employment category to another.</td>
</tr>
<tr>
<td>32.1</td>
<td>Payment of wages.</td>
</tr>
<tr>
<td>36.3</td>
<td>Change of roster at short notice.</td>
</tr>
<tr>
<td>38</td>
<td>Make-up time.</td>
</tr>
<tr>
<td>39.2</td>
<td>Time off instead of payment for overtime.</td>
</tr>
<tr>
<td>40.3.2</td>
<td>Deferment of annual leave loading.</td>
</tr>
<tr>
<td>43.6</td>
<td>Time off instead of working public holiday.</td>
</tr>
</tbody>
</table>

15.2.2. Any agreement reached must be kept by the Employer as a time and wages record.

15.3. Facilitation by majority or individual agreement

15.3.1. The following facilitative provisions can be utilised by agreement between The Employer and a majority of Employees in the workplace or a section or sections of it, or the Employer and an Employee.

<table>
<thead>
<tr>
<th>Clause number</th>
<th>Provision</th>
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34.2.5 Ordinary hours for day workers on weekends.
34.2.7 Alteration to spread of hours for day workers.
34.4 Methods of arranging ordinary working hours.
43.3 Substitution of public holidays.

15.3.2 A record of agreement reached utilising the provisions set out in clause 15.3.1 must be kept by the Employer as a time and wages record.

15.3.3 The Union must be informed by the Employer of the intention to use a facilitative provision identified in clause 15.3.1 to reach agreement with a majority of Employees in the workplace or a section or sections of the workplace and be given a reasonable opportunity to participate in negotiations regarding its use. Union involvement in this process does not mean that the consent of the Union is required prior to the introduction of agreed facilitative arrangements.

15.4 Majority vote at the initiation of the Employer
A vote of Employees in the workplace or a section or sections of it which is taken in order to determine if there is majority support for the implementation of a facilitative provision identified in clause 15.3.1, is of no effect unless taken with the agreement of the Employer.

16. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE
This term applies if the Employer:

16.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or

16.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

16.2. If a term of this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, or a change to the regular roster or ordinary hours of work of Employees, the requirements set out in clauses 16.4.1, 16.5, 16.6 and 16.7 do not apply.

16.3. In this term:

16.3.1 a major change is likely to have a significant effect on Employees if it results in termination of employment; major changes in the composition, operation or size of the Employer’s workforce or in the skills required of Employees; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.

16.3.2 Relevant Employees means the Employees who may be affected by a change referred to in clause 16.1.
16.4. **Representation**

16.4.1. The Relevant Employees may appoint a representative for the purposes of the procedures in this term.

16.4.2. If:

16.4.2.1. a Relevant Employee appoints, or Relevant Employees appoint, a representative for the purposes of consultation; and

16.4.2.2. the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative;

16.5. **Employer to notify of major change**

16.5.1. If a definite decision is made to introduce a major change referred to in clause 16.1.1, the Employer must notify the Relevant Employees.

16.6. **Employer to discuss major change**

16.6.1. If a definite decision is made to introduce a major change referred to in clause 16.1.1, the Employer must discuss with the Relevant Employees the introduction of the changes referred to in clause 16.1, the effects the changes are likely to have on the Relevant Employees and measures to avert or mitigate the adverse effects of such changes on the Relevant Employees and must give prompt consideration to matters raised by the Relevant Employees in relation to the changes.

16.6.2. The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 16.1.1.

16.6.3. For the purposes of such discussion, the Employer must provide in writing to the Relevant Employees all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the Relevant Employees and any other matters likely to affect the Relevant Employees provided that the Employer is not required to disclose confidential or commercially sensitive information.

16.7. **Change to regular roster or ordinary hours of work**

16.7.1. For a change referred to in paragraph 16.1.2, the Employer must:

16.7.1.1. notify the Relevant Employees of the change;

16.7.1.2. provide information to the Relevant Employees about the change (including the nature of the change and what the Employer reasonably believed will be the effects of the change) provided that the Employer is not required to disclose confidential or commercially sensitive information;
16.7.1.3. 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) and
16.7.1.4. consider any views given by the Relevant Employees about the impact of the change.

17. DISPUTE RESOLUTION

17.1. In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee, or Employees concerned and the relevant supervisor/manager. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee, or Employees concerned and more senior levels of management as appropriate.

17.2. If the dispute is unable to be resolved at the workplace, and all appropriate steps under clause 17.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.

17.3. The Fair Work Commission may deal with the dispute via mediation, conciliation and if necessary arbitration.

17.4. The Employer or Employees may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

17.5. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, which is safe and appropriate for the Employee to perform.

Part 3—Types of Employment and Termination of Employment

18. TYPES OF EMPLOYMENT

18.1. Types of employment

Employees under this Agreement may be employed in one of the following categories:

18.1.1. full-time;
18.1.2. part-time; or
18.1.3. casual.

18.2. At the time of engagement the Employer will inform each Employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

18.3. The Employer and an Employee may agree to the transfer of the Employee from one category to another.
19. **FULL-TIME EMPLOYMENT**

A full-time Employee is an Employee who is engaged to work an average of 38 ordinary hours per week.

20. **PART-TIME EMPLOYMENT**

20.1. The Employer may employ part-time Employees in any classification in this Agreement.

20.2. A part-time Employee is an Employee who:

20.2.1. works less than full-time hours of 38 per week;

20.2.2. has reasonably predictable hours of work of not less than four consecutive hours on any day; and

20.2.3. receives, on a pro rata basis, equivalent pay and conditions to those of a full-time Employee who performs the same kind of work.

20.3. A part-time Employee employed under the provisions of this clause will be paid for ordinary hours worked at the ordinary hourly rate prescribed in clause 29—Minimum wages.

21. **CASUAL EMPLOYMENT**

21.1. A casual Employee is one who is engaged and paid as such.

21.2. A casual Employee will perform such work as the Employer requires during the period of engagement.

21.3. The minimum period of engagement of a casual will be four hours each day or shift which may be comprised of hours within or outside the span of ordinary hours provided for in this Agreement.

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

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

21.6. Casual Employees will be paid in accordance with the pay arrangements set out in clause 32.2.

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

21.8. A casual Employee, for each ordinary hour worked or part thereof, will be paid at:

21.8.1. the appropriate ordinary hourly rate prescribed in clause 29—Minimum wages; plus

21.8.2. a casual loading of 25% based on that hourly rate.

21.9. A casual Employee who works ordinary hours on a Saturday or Sunday will not receive the loading set out in clause 21.8.2, but will instead receive the weekend penalty rates set out in clause 34—Hours of work.
21.10. A casual Employee who works overtime will not receive the loading set out in clause 21.8.2 but will instead receive the overtime penalty rates set out in clause 39—Overtime for the period of overtime worked.

21.11. Casual Employees will be notified wherever possible of their starting and finishing times for the period of their engagement at the commencement of their engagement.

22. TERMINATION OF EMPLOYMENT

22.1. Notice of termination of employment by the Employer

The Employer is required to give an Employee, other than a casual Employee or an Employee whose employment is terminated because of serious misconduct, the following notice of termination of employment or at the Employer's discretion, pay in lieu of all or a part of the notice period:

<table>
<thead>
<tr>
<th>Employee's period of continuous service with the Employer at the end of the day the notice is given</th>
<th>Period of notice</th>
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<tbody>
<tr>
<td>Not more than 1 year</td>
<td>1 week</td>
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<tr>
<td>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

The period of notice above is increased by one 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.

22.2. Notice of termination of employment by an Employee

22.2.1. The period of notice of termination of employment required to be given by an Employee, other than a casual Employee, is the same as that required of the Employer except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold from any monies due to the Employee on termination of employment under this Agreement or the NES, an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee.

22.2.2. The Employer may agree to an Employee's request to waive all or part of the Employee's required period of notice, in which case the Employee would not be entitled to payment for the period of notice not worked.

22.3. Payment in lieu of notice

The Employer, at the Employer's discretion, may choose not to require an Employee to work all or a part of the notice period and pay the Employee in lieu for the period of notice not worked.

22.4. Job search entitlement
Where the Employer has given notice of termination of employment to an Employee, the Employee is to be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

22.5. Casuals

A casual Employee whose employment is terminated will not be entitled to any period of notice, except that, other than in cases of summary dismissal, if notice is given within the Employee's ordinary working hours, notice will apply until the usual finishing time for the day.

23. REDUNDANCY

23.1. If an Employee is entitled to redundancy pay in accordance with the NES, the Employee will be paid redundancy pay for the following period:

**Employee’s period of continuous service with Redundancy pay period the Employer on termination**

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

23.2. Transfer to lower paid duties

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

23.3. Employee leaving during notice period

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

23.4.1. An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

23.4.2. If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

23.4.3. This entitlement applies instead of clause 22.4.

24. ABANDONMENT OF EMPLOYMENT

24.1. Where an Employee is absent from work for a continuous period exceeding three days without notification to the Employer, or without just cause, that Employee shall be deemed to have abandoned their employment.

24.2. Prior to deeming the employment of an Employee to have been abandoned pursuant to this clause, the Employer will make reasonable attempts to contact the Employee to:

24.2.1. advise the Employee of his or her absence from work without notification or just cause; and

24.2.2. request an explanation as to why the Employee is or was absent from work without notification or just cause.

24.3. The Employer shall not deem the employment of the Employee to have been abandoned pursuant to this clause if the Employee provides an explanation within the time requested which satisfies the Employer that there was just cause for the absence.

24.4. Notwithstanding clause 24.1 an Employee's employment will not be deemed abandoned if the Employee's absence and any failure to notify the Employer of the absence are due to reasons beyond the control of the Employee, provided the Employee contacts the Employer at the earliest possible time and prior to termination of employment taking effect.

25. SUMMARY DISMISSAL

Nothing in this Agreement shall affect the right of the Employer to summarily dismiss an Employee without notice for serious misconduct. In such cases wages shall be paid up to the time of dismissal only.

26. WARNINGS

26.1. Should an Employee be proven guilty, to the Employer's satisfaction, of faulty and/or inefficient work or other disciplinary breach that does not warrant summary dismissal under clause 25 then the Employer may issue a warning notice to the Employee.

26.2. If within twelve months of receiving a first warning the Employee is again proven guilty, to the Employer's satisfaction, of faulty and/or inefficient work or other disciplinary breach that does not warrant summary dismissal, a second warning notice may be issued to the Employee.
26.3. If within twelve months of receiving a second warning notice, the Employee is again proven guilty, to the Employer’s satisfaction, of faulty and/or inefficient work or other disciplinary breach that does not warrant summary dismissal, a final warning notice may be issued to the Employee.

26.4. If within twelve months of receiving a final warning notice, the Employee is again proven guilty, to the Employer’s satisfaction, of faulty and/or inefficient work or other disciplinary breach that does not warrant summary dismissal, a notice of termination may be issued to the Employee.

26.5. The Employee may request the presence of a support person at any meeting in which it is contemplated that a warning may be issued, which will not be unreasonably refused by the Employer.

26.6. The above sequence of warning notices is not sequential and may be altered at the Employer’s discretion, depending on the severity of the circumstances.

27. RETURN OF EMPLOYER PROPERTY

27.1. Within 24 hours of the termination of an Employee’s employment, the Employee must deliver up to the Employer any property or thing to which the Employer has an entitlement to possession, including;

27.1.1. all tools and equipment which are the property of the Employer; and

27.1.2. all documents comprising any form of information storage including financial records, customer lists and price lists, technical manuals and operating procedures and computer software in his/her possession or control which relate to the business.

27.2. The Employee must not retain a copy of any documents referred to in this clause.

27.3. The Employer may deduct the cost of any Employer property not returned by an Employee in accordance with this clause from any amount otherwise owed to the Employee by the Employer.

Part 4—Classifications, Minimum Wages and Related Matters

28. CLASSIFICATIONS

28.1. Employees covered by this Agreement are to be classified according to the structure set out in SCHEDULE A - CLASSIFICATION STRUCTURE. The minimum ordinary hourly rates for those classifications appear in clause 29—Minimum wages.

29. MINIMUM WAGES

Employees are to be paid the minimum ordinary hourly rates set out below, consistent with the Employees classification.
<table>
<thead>
<tr>
<th>Classifications</th>
<th>Minimum ordinary hourly rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From 1st pay period on or after 01/07/2015</td>
</tr>
<tr>
<td>Level 1</td>
<td>$17.4905</td>
</tr>
<tr>
<td>Level 2</td>
<td>$19.8759</td>
</tr>
<tr>
<td>Level 3</td>
<td>$21.9174</td>
</tr>
<tr>
<td>Level 4</td>
<td>$25.4419</td>
</tr>
<tr>
<td>Level 5</td>
<td>$29.4171</td>
</tr>
</tbody>
</table>

Note: A Chiller Employee shall be paid at a minimum of level 3 irrespective of the Employee’s substantive classification.

30. ALLOWANCES

30.1. Meal allowance

An Employee who is required to work overtime for one and a half hours or more after their rostered finishing time will be paid a meal allowance of $13.3130.

30.2. Clothing and Personal Protective Equipment

30.2.1. The Employer shall supply and launder all necessary clothing for the tasks required to be undertaken by Employees.

30.2.2. The Employer shall provide Employees with the necessary personal protective equipment for the tasks required to be undertaken by Employees.

30.2.3. Employees will be required to lodge a deposit, in accordance with Employer’s policy, as a surety against the safe custody and return of the personal protective equipment issued to them.

30.3. Adjustment of expense related allowances

At the time of any adjustment to ordinary hourly rates, each expense related allowance will be increased at the same percentage rate of adjustment applied to the ordinary hourly rates.

31. ACCIDENT MAKE UP PAY

31.1. An Employee shall in respect of a period of absence from work during which the Employee is receiving weekly payments of workers compensation be paid accident make up pay on the following basis:

31.1.1. for the first 13 weeks, 100% of the difference between the amount of workers compensation received by the Employee and the amount of ordinary pay the Employee would have received had the Employee worked for the period; and

31.1.2. for the second 13 weeks, 50% of the difference between the amount of workers compensation received by the Employee and
the amount of ordinary pay the Employee would have received had
the Employee worked for the period.

32. PAYMENT OF WAGES

32.1. Wages will be paid by electronic funds transfer on a weekly basis unless
otherwise agreed between the Employer and an Employee.

32.2. Upon termination of employment, any wages due to an Employee will be paid
into the Employee’s nominated bank account as part of the usual payroll or at
the Employee’s request, on the day of such termination.

33. SUPERANNUATION

33.1. Superannuation legislation

33.1.1. Superannuation legislation, including the Superannuation
Guarantee (Administration) Act 1992 (Cth), the Superannuation
Guarantee Charge Act 1992 (Cth), the Superannuation Industry
(Supervision) Act 1993 (Cth) and the Superannuation (Resolution
of Complaints) Act 1993 (Cth), deals with the superannuation rights
and obligations of Employers and Employees. Under
superannuation legislation Employees and Employers may agree,
as part of an Enterprise Agreement, to nominate the
superannuation funds that Employees covered by the agreement
will be able to join. For the purposes of this Agreement the
Colonial First State - Superannuation Fund and Meat Industry
Employees’ Superannuation Fund are the funds available to
Employees. The Meat Industry Employees’ Superannuation Fund
is the Employer’s default fund

33.2. Employer contributions

The Employer must make such superannuation contributions to a
superannuation fund for the benefit of an Employee that will avoid the Employer
being required to pay the superannuation guarantee charge under
superannuation legislation with respect to that Employee.

33.3. Voluntary employee contributions

33.3.1. Subject to the governing rules of the relevant superannuation fund,
an Employee may, in writing, authorise the Employer to pay on
behalf of the Employee a specified amount from the Employee’s
post-taxation wages into the same superannuation fund as the
Employer makes the superannuation contributions provided for in
clause 33.2.

33.3.2. The Employee may adjust the amount the Employee has
authorised the Employer to pay from the wages of the Employee
from the first pay period following the giving of three months’ written
notice to the Employer.

33.3.3. The Employer must pay the amount authorised under clauses
33.3.1 or 33.3.2 no later than 28 days after the end of the month in
which the deduction authorised under clauses 33.3.1 or 33.3.2 was
made.
Part 5—Hours of Work and Related Matters

34. HOURS OF WORK

34.1. Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

34.2. Ordinary hours of work

General

34.2.1. Ordinary hours of work are not to exceed an average of 38 per week, not exceeding 152 hours in 28 days.

34.2.2. The ordinary hours of work are to be worked continuously at the discretion of the Employer, except for meal breaks or other breaks prescribed in this Agreement.

34.2.3. Unless otherwise agreed in accordance with the provisions of this Agreement, the maximum number of ordinary hours which may be worked on any day or shift must not exceed 10 hours.

34.2.4. Any hours worked outside the spread of hours listed must be paid at overtime rates.

34.2.5. The days on which ordinary hours are worked may include Saturday and Sunday, subject to agreement between the Employer and a majority of the Employees concerned, or agreement between the Employer and an individual Employee.

34.2.6. When ordinary hours are worked on Saturday or Sunday, the following are the minimum rates to be paid:

34.2.6.1. between midnight Friday and midnight Saturday—rate of time and a half; and

34.2.6.2. between midnight Saturday and midnight Sunday—rate of double time.

34.2.7. The prescribed spread of hours may be altered by up to one hour at either side of the spread to meet the Employer's production requirements or otherwise by agreement between the Employer and the majority of Employees concerned or, in appropriate circumstances, between the Employer and an individual Employee.

34.2.8. Any work performed by an Employee prior to the commencement of the spread of hours and which is continuous with the normal ordinary hours for the purpose, for example, of getting the plant in a state of readiness for processing work, may be regarded as part of the 38 ordinary hours of work.

34.3. Two Shifts

34.3.1. To meet production requirements work may be arranged over two shifts; AM shift and PM shift.
34.3.2. An Employee on AM shift will be paid the ordinary hourly rate for the classification in which the Employee is employed under this Agreement.

34.3.3. An Employee on PM shift will be paid at the ordinary hourly rate for the classification in which the Employee is employed under this Agreement, plus a PM shift loading of 15%.

34.3.4. The PM shift loading is paid in addition to the casual loading provided for in clause 21.8.2.

34.3.5. The PM shift loading is not payable for ordinary hours worked on a Saturday, Sunday or public holiday or when overtime or penalty rates apply.

34.3.6. The spread of ordinary hours

The following table shows the spread of ordinary hours:

<table>
<thead>
<tr>
<th>Days</th>
<th>AM shift</th>
<th>PM shift</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday to Friday</td>
<td>5.00 am-7.00 pm</td>
<td>3.00 pm-Midnight</td>
</tr>
</tbody>
</table>

34.4. Methods of arranging ordinary working hours

Matters upon which agreement may be reached include:

34.4.1. how the hours are to be averaged within a work cycle established;

34.4.2. the duration of the work cycle provided that such duration does not exceed three months;

34.4.3. rosters which specify the starting and finishing times of working hours;

34.4.4. a period of notice of a rostered day off;

34.4.5. substitution of rostered day off;

34.4.6. accumulation of rostered days off;

34.4.7. arrangements which allow for flexibility in relation to the taking of rostered days off; and

34.4.8. arrangements of ordinary hours overall.

35. BREAKS

35.1. Meal and rest breaks

35.1.1. Employees shall be entitled to:

35.1.1.1. a 20 minute rest break (15 minutes unpaid) on any day the Employee is required to work at least 4 hours;

35.1.1.2. an additional 30 minute unpaid meal break on any day the Employee is required to work at least 6 hours; and
35.1.3. an additional 20 minute rest break (15 minutes unpaid) on any day the Employee is required to work for at least 7 hours.

35.1.2. Meal and rest breaks shall be taken at the times directed by the Employer subject to production requirements.

35.1.3. Any Employee called upon to work during a meal break will be paid at overtime rates for that period.

36. ROSTERING

36.1. This clause is subject to other provisions contained in this Agreement.

36.2. The Employer must post a roster in the Employer's premises, showing the starting and finishing times for ordinary hours for Employees.

36.3. Changes to roster patterns for full time or part time Employees will require four weeks' notice to those Employees. Once posted a roster may be amended by the Employer provided 36 hours' notice is given to part time and full time Employees affected by the amendment where reasonably possible, or on shorter notice by agreement between the Employer and an Employee who is affected by the amendment.

36.4. The roster will be for a period which is not less than one week in length.

37. ROSTERED DAYS OFF

37.1. A full time employee may be rostered to work 8 hours on each of 19 days in a 28 day cycle, on the basis that the Employee will be paid for 7.6 ordinary hours worked on each such day and will accrue 0.4 hours on each such day towards a paid RDO. Part time Employees may be rostered to work and accrue a paid RDO during each 28 day cycle on a pro rata basis.

37.2. Accrued RDOs will be rostered by the Employer across all working days of the week to ensure that the minimum possible number of employees is on an RDO on any one day.

38. MAKE-UP TIME

An Employee may elect, with the consent of the Employer, to work make-up time, under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

39. OVERTIME

39.1. Entitlement to overtime and payment

39.1.1. All time worked outside ordinary working hours as prescribed in clause 34 —Hours of work will be deemed to be overtime and be paid for at time and a half for the first two and a half hours of overtime on any day and double time thereafter.

39.1.2. All overtime worked on a Sunday must be paid at double time with a minimum payment of four hours for the day.

39.2. Time off instead of payment for overtime
40.3.1. An Employee who takes annual leave will receive a loading of 17.5% calculated on the appropriate rate of pay in clause 29—Minimum wages.

40.3.2. An Employee and the Employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.

40.4. **Payment of annual leave on termination of employment**

40.4.1. If, when the employment of an Employee ends, the Employee has a period of accrued but untaken annual leave, the Employer will pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave.

40.4.2. Where leave has been taken in advance by an Employee and the employment of the Employee is then terminated, the Employer will deduct the amount already paid from any amount otherwise payable to the Employee upon termination.

40.5. **Annual close-down**

40.5.1. Where the Employer closes down the plant or a sections of the plant for the purpose of allowing annual leave to all or the bulk of the Employees in the plant or sections concerned, the Employer should, where possible, give the Employees concerned not less than four weeks' notice of the close-down.

40.5.2. Employees who have an accrued entitlement to annual leave may be required to take that annual leave during the period of close down. Employees who do not have a sufficient accrued annual leave entitlement to cover the period of close down may be permitted to take annual leave in advance, or may be required to take unpaid leave, provided that any such period of unpaid leave will be counted as a period of service by the Employee.

41. **PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

41.1. Personal/carer's leave and compassionate leave are provided in accordance with the NES.

41.2. Employees, excluding casual Employees have a pro rata entitlement to ten days paid personal/carer's leave and two days paid compassionate leave in the circumstances prescribed by the NES. In addition Employees, other than casual Employees are entitled to access up to two days unpaid carer's leave in the circumstances prescribed the NES providing the Employee's entitlement to paid carer's leave is exhausted.

41.3. Casual Employees are entitled to up to two days unpaid carer's leave and up to two days unpaid compassionate leave in the circumstances prescribed by the NES. The Employee must where practicable within 1 hour of the commencement of the shift on the first day of an absence inform the Employer of his or her inability to attend for duty and as far as is practicable state the nature of the injury or illness and the estimated duration of the absence. If on the expiration of this or any subsequent notified period of absence the Employee is still unable to attend for duty, he or she must notify the Employer as soon as practicable of the ongoing absence and as far as practicable state the estimated further duration of the absence.
41.4. An Employee will be entitled to take three single days of his or her personal/carer's leave entitlement each calendar year without having to provide evidence to support the genuineness of the absence. For all other personal/carer's leave taken in each calendar year (January 1 to December 31), either single or consecutive days, a medical certificate or other reasonable evidence to support the genuineness of the absence must be provided. A statutory declaration will be accepted as reasonable evidence for absences for up to a maximum of three days per year. On all other occasions, or on request by the Employer, a medical certificate must be provided.

41.5. Irrespective of the above, an Employee who takes personal/carer's leave on the working day before or after a public holiday must provide evidence to support the genuineness of the absence.

41.6. Prior to returning to work after an absence of two or more days due to personal illness or injury, the Employee is required to provide a medical certificate stating that they are suitable to handle food products. This certificate must provide a clearance to commence work and comply with AQIS requirements for an export listed establishment.

42. COMMUNITY SERVICE LEAVE

42.1. Community service leave is provided in accordance with the NES.

42.2. Employees engaging in an eligible community service activity shall be entitled to be absent from work on community service leave. Eligible Community Service activity is defined in the NES and includes a voluntary emergency management activity and jury duty.

42.3. Community service leave is unpaid leave, with the exception of jury duty. Payment for jury duty will be determined in accordance with the NES and the *Juries Act 2000* (Vic).

43. PUBLIC HOLIDAYS

43.1. Public holidays are provided in accordance with the NES.

43.2. Employees, other than casual Employees are entitled to the following paid public holidays:

- 43.2.1. New Year's Day;
- 43.2.2. Australia Day;
- 43.2.3. Labour Day;
- 43.2.4. Good Friday;
- 43.2.5. Easter Saturday;
- 43.2.6. Easter Monday;
- 43.2.7. ANZAC Day;
- 43.2.8. Sovereign's Birthday;
- 43.2.9. Colac Show Day
- 43.2.10. Christmas Day; and
43.2.11. Boxing Day.

43.3. In addition, Employees, other than casual Employees, are entitled to an additional paid day’s holiday to be taken as part of a Christmas shut down period, or if there is no shut down period at a time agreed between the Employer and a majority of Employees, which best suits the operational requirements of the Employer.

43.4. Substitution of public holidays

The Employer, with the agreement of either an Employee, in the case of that Employee or with a majority of Employees of the enterprise or part of the enterprise, in the case of the enterprise or part of the enterprise in question, may substitute another day for any public holiday, in which case the public holiday will be regarded as an ordinary working day for the Employee or Employees concerned.

43.5. Payment for work on public holidays

Employees including casual Employees who work on:

43.5.1. Christmas Day, Boxing Day and Good Friday will be paid at triple time for all time worked; and

43.5.2. any other public holiday will be paid at double time and a half time.

43.6. Time off instead of public holiday rates

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

43.7. Public holiday falling on a non-working day

43.7.1. Other than for a casual Employee, when a public holiday falls on an Employee's non-working day (excluding a Saturday and a Sunday) the Employee shall be paid one day of ordinary pay (7.6 hours for a full time Employee and on a pro rata basis for a part time Employee) for the public holiday.

43.7.2. Where an additional public holiday is declared, prescribed or legislated for the same reason as a public holiday prescribed in clause 43.2, then the non-working day provisions in clause 43.7.1 will not apply to the additional public holiday. This also applies to any one off additional public holidays (i.e. a public holiday that does not recur annually) which are declared, prescribed or legislated.

44. PARENTAL LEAVE

44.1. Parental leave is provided in accordance with the NES.

44.2. The NES provides for entitlements including:

44.2.1. an entitlement to take 12 months unpaid parental leave associated with the birth of a child of the Employee or the Employee's spouse or de facto partner, or the placement of a child with the Employee.
for adoption, provided that the Employee has or will have responsibility for the care of the child;

44.2.2. for a member of an employee couple to take up to 8 weeks of his or her unpaid parental leave concurrently with the other member of the employee couple;

44.2.3. an entitlement to request an extension of unpaid parental leave for a further period of up to 12 months, which the Employer may only refuse on reasonable business grounds;

44.2.4. on ending unpaid parental leave, to return to the Employee's pre-parental leave position or if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to the Employee's pre-parental leave position.

45. LONG SERVICE LEAVE

45.1. Long service leave is provided in accordance with the NES and the Long Service Leave Act 1992 (Vic).

45.2. An Employee will be entitled to take long service leave (calculated at the rate of 0.866 weeks of long service leave for each year of service) after 7 years of continuous service.

45.3. In the case of an Employee who has completed less than 7 years of continuous service but at least 5 years of continuous service, whose employment terminates due to resignation or redundancy, the Employee shall be entitled on termination of employment to payment for an amount of long service leave equal to one sixtieth of the Employee's completed period of continuous service.

46. LEAVE ENTITLEMENTS DURING WORKERS COMPENSATION

46.1. An Employee will continue to accrue long service leave during the first 52 weeks (whether consecutive or not) of absence from work due to workplace illness or injury during which the Employee receives weekly payments of workers compensation.

47. RESUMING AFTER AN ABSENCE

47.1. Employees absent from work on personal/carer's leave or compassionate leave must contact their Manager by midday on the working day prior to resuming to make the necessary arrangements to resume work.

47.2. Should an Employee present himself or herself for work after an absence without first complying with clause 47.1, the Employer will not be obliged to employ him or her on that particular day.

47.3. Employees who have been absent from work due to a personal illness or injury undertake to return to work as soon as possible and undertake to see the Employer nominated doctor, keep all appointments and accept any light duties assigned by the Employer.
SCHEDULE A - CLASSIFICATION STRUCTURE

Level 1: Trainee

- All new Employees start at this level unless otherwise agreed.
- Relates to Employees with less than three months experience in the meat industry.
- Undergoes induction training including export work procedure, knowledge of quality assurance, occupational health and safety training, customer specification and requirements and company policies and procedures.
- Works under direct supervision on tasks that require minimal judgement and technical skill.
- May include training on and off site.
- Training consists of all tasks as set in the processing, further processing and cold store levels.
- Employees assessed in competency and proficiency before promotion to the next level as per the level 2 requirements for the relevant area.

Level 2: Process Operator

- Relates to work performed under direct supervision or guidance.
- Work typically includes established export procedures and processes.
- Employees expected to understand export quality control, meat handling, health and hygiene and quality assurance procedures.
- Employees will be demonstrating team work and taking responsibility for quality of work.
- Preparing skins for classing and salting (for those in the outside area)
- Employees will be gaining competencies in processing technologies.
- Continued training in all tasks as set out in processing, further processing and cold store levels.
- Employees assessed on competency and proficiency before promotion to next level as per the level 3 requirements for the relevant area.
- Returning skilled Employees who have not worked for the Employer for over 3 months.

Level 3: Process Operator

- Work under this level typically involves judgement and use of discretion particularly in reference to quality assurance.
- Employee can work under limited supervision.
- Employee is accountable for their own work.
Continued training in all tasks as set out in processing, further processing and cold store levels.

- Able to class, value and dispatch skins (for those in the outside area)
- Employee understands AQIS requirements for hygiene procedures and clean product.
- Employee would require numeracy and literacy skills and demonstrate an understanding of team work and team effort.
- Employee assessed on competency and proficiency before being considered for at level 4 as per the level 4 requirement for the relevant area.

Level 4: Process Operator

- Employees will have a complete knowledge of quality assurance, occupational health and safety, customer specifications and requirements and company policies and procedures.
- Able to meet a high standard of competencies and proficiencies in all processing tasks of the relevant department or the equivalent across other departments.
- Exercise discretion within areas and tasks.
- Employee works with little supervision and is responsible for his/her own work.
- Employee assessed on competency and proficiency before being considered for level 5.

Level 5: Process Expert

- Able to pass on acquired knowledge to other Employees.
- Works with little supervision and is able to help direct other Employees.
- Demonstrate skills as a team leader, including providing on the job training for other Employees using Job Instruction Training.
- Responsible for assuring quality of their own and other Employees' work.
Signatories

SIGNED by Jarrod Jones in the presence of:

Signature of Witness

M. A. O'HARA

Name of Witness

12 LYNN ST
Carrum, VIC

Address of Witness

Australian Meat Industry Employees' Union

Jarrod Jones
Organiser

122 LYNN ST
CARRUM

Address of Employee Representative

Date: 16/07/15
SIGNED by Plant Manager of Australian Lamb Colac Labour Hire Pty Ltd in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Michael Bird
Plant Manager
Australian Lamb Colac Labour Hire Pty Ltd

Address of Plant Manager

Date 2/7/15