

**BPL MELBOURNE PTY LIMITED
(MERINO STREET) PRODUCTION
EMPLOYEES COLLECTIVE AGREEMENT
2006**

And

**AUSTRALIASIAN MEAT INDUSTRY
EMPLOYEES UNION**

UNION COLLECTIVE AGREEMENT 2006

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This Agreement is comprehensive and applies to the exclusion of any other industrial instrument or Award.

PART 1: APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This agreement shall be known as the BPL Melbourne Pty Ltd (Merino Street) Production Employees & Australasian Meat Industry Employees Union Collective Agreement 2006 ("the Agreement").

2. INTERPRETATION OF AGREEMENT

No provision of this agreement shall be read or interpreted so as to include "prohibited content" within the meaning of the Workplace Relations Act 1996 or the Workplace Relations Regulations.

3. ANTI DISCRIMINATION

3.1 It is the intention of the parties to this Agreement to achieve the principal object in s3(m) of the Workplace Relations Act 1996 by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

3.1.2 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or

3.1.3 An employee, Company or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

4. COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement shall come into force from 15th December 2006 and shall continue in force until the 14th December 2009.

5. COVERAGE

This Agreement shall cover all employees as referred to in Clause 14.2 'Classifications' who are employed at the company's premises at 1-9 Merino Street Laverton North 3026.

6. PARTIES BOUND

This Agreement is binding on:

6.1 The Australasian Meat Industry Employees Union ("the Union"), and

6.2 BPL Melbourne Pty Ltd (Merino Street) ('the Company') at 1-9 Merino Street Laverton North 3026.

6.3 All employees whether members of the Union or not, whose employment is, at any time when the Agreement is in operation, subject to the Agreement.

7. NATIONAL STANDARDS

This Agreement shall not operate so as to cause employees to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave and long service leave, or any other national standard determined by the Commission.

PART 2: COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

8. CONSULTATIVE COMMITTEE

- 8.1 There will be a site consultative committee established at the site. The objectives of the committee are to assist in achieving the objective of the Agreement; to enhance site communications; and to resolve issues and grievances. The Committees involvement in resolving issues and grievances is subject to the following conditions:
- All employees have the right to be represented by the Union or any other party of their choice.
 - Provision of personal information concerning an employee shall be released to their workplace representative and or the Union only with the express permission of the employee.
- 8.2 The committee will include management together with sufficient elected employee representatives so as to ensure adequate representation, provided that the committee does not become unreasonably large.
- 8.3 The committee shall meet on a regular basis as required.
- 8.4 The Consultative Committee in conjunction with Management will conduct a review of the classifications applying to employees when deemed to be necessary so that all employees are properly classified. Any dispute over the classification of an employee shall be handled in accordance with Clause 10 of this Agreement.
- 8.5 The responsibilities of the consultative committee do not include the negotiation of industrial Agreements unless otherwise requested to do so by the relevant parties.

9. INTRODUCTION OF CHANGE

9.1 Company's duty to notify

9.1.1 Where the Company has made a definite decision to introduce major changes to production, processors or employment structures which are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the Union. Provision of personal information concerning an employee shall be released to their workplace representative and or the Union only with the express permission of the employee.

9.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; 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. Where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

9.2 Company's duty to discuss change

9.2.1 The Company shall discuss with the employees affected and the Union, inter alia, the introduction of any changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.

9.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes.

9.2.3 For the purpose of such discussions, the Company shall provide in writing to the employees concerned and the Union, all relevant information about the changes likely to affect employees; provided that the Company shall not be required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

10. DISPUTES PROCEDURE

10.1 Any dispute or claim (whether any such dispute or claim arises out of the operation of this agreement or not) as to the wages or conditions of employment of any of the employees covered by this agreement shall be settled in the following manner:

10.1.1 In the first instance, the parties will attempt to resolve the matter in dispute at the workplace by discussions between the employee(s) concerned and the relevant supervisor. The employee may appoint another person to represent them, including a union delegate.

10.1.1.a The representative may interview the employee(s) concerned and the supervisor. The representative shall have reasonable access to resources (including photocopier, telephone, fax machine and notice board) to perform their role.

10.1.1.b Any employee involved in the dispute procedure steps shall be released on paid time.

10.1.2 If such discussions do not resolve the matter in dispute, the parties will arrange further discussions involving more senior levels of management as appropriate. The employee may invite a representative, including the Union Organiser, to be involved in the discussions.

10.1.3 If the matter in dispute remains unresolved, the employer may refer it to a more senior level of management. The employee may invite a representative, including a more senior Union Official, to be involved in the discussions. The provisions of this sub-clause need not apply unless either party requests otherwise.

10.1.4 If the matter in dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, either party may refer the dispute to the Australian Industrial Relations Commission ('the Commission') for conciliation, and, if necessary, arbitration. Any dispute referred to the Commission should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member of the relevant panel.

10.1.5 The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

10.1.6 Until the matter in dispute is determined, the status quo will prevail.

10.2 Powers of the Commission Under the Disputes Procedure

If arbitration is necessary the parties agree that the Commission shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

PART 3: EMPLOYMENT, REDUNDANCY AND TERMINATION

11. EMPLOYMENT CATEGORIES

11.1 Full-time employment

11.1.1 A full-time employee is one who is employed as such, and who is ready and willing and available to work a week of 38 hours at the times and during the hours as may be mutually agreed between the Company and the employee. In the absence of such agreement, the hours of work shall be at times and during the hours prescribed by the Company.

11.1.2 Each employee shall be employed on a three-month probation period during which employment can be terminated at one day's notice (unless circumstances justify summary dismissal). After successful completion of the probation period an employee shall be on a three-month qualifying period during which employment can be terminated in accordance with clause 13.4. During the probation and qualifying periods either party has the right to terminate the employment for any reason without explanation and without repercussions.

11.3 Casual Employment

11.3.1 A casual employee means a person who is engaged by the hour and who is paid for working ordinary hours 1/38th of the appropriate weekly wage plus 25%.

A casual worker shall be engaged for a minimum period of 4 hours on any day except on Saturdays and Sundays when it shall be 3 hours.

11.3.2 A casual worker shall not be entitled to payment for any leave (e.g. sick leave, annual leave, public holidays) as prescribed in Part 7 of this agreement, with the exception of Long Service Leave.

11.3.3 A casual worker shall be paid the ordinary hourly rate prescribed for a full-time employee plus the appropriate overtime penalty of a full-time employee (NB The 25% casual loading is paid on overtime.)

For any time worked:-

- (a) in excess of the same ordinary hours for the majority of employees in the same work area; or
- (b) on a Saturday; Sunday or Public Holidays; or
- (c) outside the normal spread of hours as prescribed in this Agreement;

11.3.4 In addition to their casual loading will be employed on the same terms and conditions as apply to other employees who are covered by this Agreement, other than paid leave (with exception of Long Service Leave).

11.3.5 In order to enhance job security, it is an objective of this agreement to maximise the use of permanent employment at the enterprise.

11.4 Stand Down of Employment

Notwithstanding anything elsewhere contained in this Agreement the Company shall have the right to deduct payment for any time an employee cannot usefully be employed because of any strike or breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

12. REDUNDANCY

12.1 Discussions before termination

12.1.1 Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the employees directly affected and with any employee representative. The employer will also discuss any potential termination of employment with the Union. Provision of personal information concerning an employee shall be released to their workplace representative and or the Union only with the express permission of the employee.

12.1.2 The discussions shall take place as soon as is practicable after the Company has made a definite decision which will invoke the provisions of sub-clause 12.1.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

12.1.3 For the purposes of the discussions the Company shall as soon as practicable provide in writing to the employees concerned and the Union all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. The Company shall not be required to disclose confidential information the disclosure of which would be contrary to the Company's interests.

12.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 12.1.1 the employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

12.3 Notice and Severance Pay

12.3.1 An employee who is to be made redundant will receive notice of termination or payment in lieu thereof as set out in clause 13.4 Notice of Termination.

12.3.2 In addition to the period of notice prescribed for ordinary termination in clause 13.4, an employee whose employment is terminated for reasons set out in clause 12.1.1 hereof, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

- (a) two (2) weeks pay for each year of completed service, up to a maximum of twenty six (26) weeks;
- (b) pro rata payment (based on two(2) weeks for a completed year) for each completed month of an uncompleted year;
- (c) provided that the total of the payments with regard to sub clause 12.3.2 (a) & (b) shall not exceed twenty six (26) weeks of ordinary pay.

"Weeks of ordinary pay" means the ordinary time rate of pay for the employee concerned (38hrs per week plus 2 ordinary hours in lieu of RDO equalling a total of 40 hours per week).

12.3.3 The Company will consult with employees and the union in order to explore alternatives to redundancy; including redeployment, relocation and retraining. All other considerations being equal, the company will call for volunteers for positions to be made redundant. The decision to accept voluntary redundancies will be at the discretion of the Company.

12.4 Notice to Centrelink

Where a decision has been made to terminate 15 or more employees in the circumstances outlined in clause 12.1.1, the Company shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

12.5 Transmission of businesses

12.5.1 Where a business is transmitted from one employer to another, as set out in the Redundancy clause of this agreement, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

12.5.2 The provisions of this clause are not applicable where a business is after the date of this agreement, transmitted from an employer (in this sub-clause called the transmitter) to another employer (in this sub-clause called the transmittee), in any of the following circumstances:

- (a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee; or
- (b) Where the employee rejects an offer of employment with the transmittee:

- 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 transmitter; and
- which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

12.5.3 In this clause:

- (a) business includes all and any part of the employer's business; and
- (b) transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law; and
- (c) transmitted has a corresponding meaning.

12.6 Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service.

12.7 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty, theft or misconduct or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.

13. COUNSELLING PROCEDURE AND TERMINATION

13.1 Counselling Procedure

13.1.1 Throughout the counselling procedure an employee may be represented by the Union or another party of their choice.

13.1.2 In any case where the actions of an employee are unacceptable to the employer, the employee will be counselled as a prerequisite to the commencement of termination proceedings, except that this clause will not apply where the actions are so serious as to constitute grounds for summary dismissal.

13.2 Taking into consideration the severity of the incident and following an investigation, including an opportunity for the employee to respond, the counselling procedure will consist of one or all of the corrective measures as stated below:

13.2.1 The employee will be verbally counselled. The employee may choose to have the Union or another party represent them. The employer will clearly identify the unacceptable actions and advise on corrective measures and a review date.

13.2.2 Where the initial counselling has failed to correct the unacceptable actions a further review will occur and will incorporate a written warning to the employee identifying the unacceptable actions and the corrective measures required, review date and advising the subsequent steps, i.e. further disciplinary action.

13.2.3 If no change occurs and / or the actions were of a serious nature but do not constitute grounds for summary dismissal the employer may consider the option of issuing a final written warning, suspension without pay or termination and the employee will show cause why this should not occur. After reviewing all the facts the employer may exercise the options available and direct the employee accordingly.

13.3 Abandonment of Employment

An employee absent from duty for more than 3 days without notifying the employer, will be deemed to have abandoned employment on the last day of duty. The employer will take any reasonable steps to be informed of the employee's situation over the next 24 hours including, where necessary, by registered mail the last notified address of the employee. However, if an employee is able to establish to the satisfaction of the employer that a good and cogent reason existed for this then the absence will not be deemed 'abandonment of employment'.

13.4 Termination of Employment

In order to terminate the employment of any employee the Company shall give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

13.5 In addition to the notice in clause 13.4, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional one week's notice.

13.6 Payment in lieu of the notice prescribed above shall be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

13.6.1 In calculating any payment in lieu of notice the wages to be used shall be those an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated.

13.6.2 For the purpose of this clause, continuity of service shall be calculated in the manner prescribed by the Annual Leave Clause.

13.6.3 Employment of an employee (other than a casual) during the first three months shall be on a trial period and may be terminated (unless circumstances justify summary dismissal) on one day's notice. Thereafter employment shall be by the week.

13.7 Notice of termination by employee

13.7.1 The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.

13.7.2 If an employee fails to give the required notice then the employer has the right to withhold monies due to the employee from any outstanding wages, to a maximum amount equal to the amount the employee would have received under clause 13.4.

13.8 Time off during notice period

Where the Company has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company and authorisation to take such leave.

13.9 Statement of employment

The Company shall upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of their employment and the classification of or the type of work performed by the employee. In addition, upon request by the employee, the Company shall provide a Centrelink Separation Certificate.

13.10 Summary Dismissal

The Company shall have the right to dismiss any employee without notice for conduct that justifies summary (instant) dismissal, including malingering, inefficiency, neglect of duty, theft or misconduct and in such cases the wage shall be paid up to the time of dismissal only.

PART 4: WAGES AND RELATED MATTERS

14. CLASSIFICATION AND WAGE RATES

14.1 An employee shall be paid at the respective minimum rate per week (38 Hours) assigned to their classification. Please refer to 14.2.

This Agreement shall include wage increases of 5% from the first full pay period to commence on or after the 15/12/06, a further increase of 4% on or after the 15/12/07 and another increase of 4% on or after 15/12/08.

14.2 Classifications

The following wages shall apply from 15th December 2006:

	Current Hourly Rate	Effective from 15/12/06 + 5%	Effective from 15/12/07 + 4%	Effective from 15/12/08 + 4%
	\$	\$	\$	\$
Entry Level / Probation Period (95%)	14.6854	15.5837	16.2071	16.8553
Process Worker Level 1 (100%)	15.6228	16.4039	17.0601	17.7425
Process Worker Level 2 (102%)	15.7628	16.7320	17.4013	18.0973
Process Worker Level 3 (104%)	N / A	17.0601	17.7425	18.4522

Casual employees will be paid an additional 25% for all ordinary hours worked as per clause 11.3.1 of this Agreement.

14.3 Definitions

14.3.1 Plant Processes

Rating (out of 70)

High Temperature Rendering Plant	10
Low Temperature Rendering Plant	9
Waste Heat Evaporator	3
Slurry Evaporator	5
Effluent Treatment Plant	4
Tank Farm	3
Raw Material Building	4
MBM Milling and Screening Plant	6
Blood Plant	4
Feather Plant	5
Wool Process	3
Meal Bagging	3
Operate Front End Loader	3
Operate Forklift	3
Completion of nominated TAFE Course	5

14.3.2 Entry Level / Probation Period

At this level an employee shall, during their probation period (maximum three (3) months), undertake training for any task. This may involve training in more than one specific area.

Training means the instruction given to an employee not already skilled in a specific task in the industry.

14.3.3 Process Worker Level 1 Total Rating Required = 3 – 19

- Responsible for quality of own work subject to detailed direction.
- Works in a team environment and/or under routine supervision.
- Undertakes his/her duties in a safe and responsible manner.
- Exercises discretion within level of skills and training.
- Responsible for reporting any machine or equipment faults.
- Record process data and perform some quality control testing.

14.3.4 Process Worker Level 2 Total Rating Required = 20 – 39

- Responsible for quality of own work subject to detailed direction.
- Works in a team environment and/or under general supervision.
- Undertakes duties in a safe and responsible manner.
- Exercises discretion within level of skills and training.
- Responsible for reporting any machine or equipment faults and may be required to carry out routine machinery adjustments.
- Record process data and perform some quality control testing.

14.3.5 Process Worker Level 3 Total Rating Required = 40+

- Responsible for quality of own work subject to detailed direction.
- Undertakes duties in a safe and responsible manner.
- Exercises discretion within level of skills and training.
- Required to carry out routine machinery adjustments.
- Able to work from complex instructions and procedures.
- Sound communication and interpersonal skills.
- Co-ordinates work in a team environment or works individually under general supervision.
- Records data and maintains records.
- Specific minor maintenance tasks.

15. PAYMENT OF WAGES

15.1 Wages shall be paid weekly by electronic funds transfer to a bank account nominated by the employee.

15.2 Within 24 hours of pay day, each employee shall receive a pay advice (pay slip) showing the total amount of ordinary wages, overtime and any other payments and all deductions there from, in respect of all such monies paid to him or her.

16. ALLOWANCES

In addition to the rates of pay prescribed elsewhere in this Agreement for any class of employee, the following extra rates shall be paid for the time an employee is working in the circumstances specified hereunder.

16.2 Meal Allowance

An employee required to work on any day for more than one hour's overtime after the completion of ordinary time shall be paid a meal allowance of \$7.80 (\$8.15 from 15/12/07 & \$8.50 from 15/12/08).

16.3 First Aid Allowance

An employee who is appointed as first aid attendant and who holds a current first aid certificate will receive a weekly allowance of \$10.51 (\$10.93 from 15/12/07 & \$11.37 from 15/12/08).

16.3.1 An employee, on being requested by the Employer to obtain first aid attendant qualifications (St. John's Ambulance or equivalent) shall on attaining such qualification, be reimbursed by the Employer for the costs of approved books/manuals and other out-of-pocket expenses associated with completing the necessary training to achieve such qualification.

16.4 Enterprise Allowance

An enterprise allowance shall be paid to each employee for actual days worked during the employee's ordinary working week as follows:

Day Shift	\$6.90 per day
Afternoon Shift	\$9.84 per day
Night Shift	\$10.25 per day

The enterprise allowance is paid in lieu of show day public holiday, cleaning bonus and heat allowance.

16.5 Call In Allowance

An employee 'called in' on short notice (less than 24 hours) from his or her home to commence work at a time which is not the employee's normal starting time shall be paid a "call-in" allowance of \$14.70 (\$15.29 from 15/12/07 & \$15.90 from 15/12/08).

An employee may refuse a call-in request as stated above. An employee who refuses a call-in request shall not be entitled to the allowance stated above.

17. SUPERANNUATION

The company shall make on behalf of each employee contributions in accordance with the Superannuation Guarantee Act (currently 9%) based on Ordinary Time Earnings to one of the following funds nominated by the employee:

- Meat Industry Employees' Superannuation Fund Pty Limited
- AustralianSuper (previously ARF & STA – merged 30/6/06)

Upon request an employee can alternate from one fund to another once in each year.

In this clause the term "Ordinary Time Earnings" shall include the classification rate, shiftwork premiums, service grants and any penalties where such penalties are part of the employee's normal earnings, excluding overtime, travel, meals or annual leave loading.

17.1 Employee Contributions

Employees who may wish to make contributions to the Fund additional to those being paid by the Company shall be entitled to authorise the Company to pay into the Fund from the employee's wages amounts specified by the employee.

PART 5: HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND WEEKEND WORK

18. HOURS OF WORK

18.1 The ordinary hours of work of full-time employees shall not exceed 38 hours per week. Such ordinary hours are to be worked in no more than 5 days, Monday to Friday inclusive within the times of beginning and ending work prescribed in Clause 18.2.

18.2 Hours of Beginning and Ending Work

Ordinary hours of work may be rostered from 6am to 5.30pm.

18.2 The Company may require its employees to work up to eight ordinary hours per day with the additional time in excess of 7 hours 36 minutes (7.6 hours) paid as 24 minutes (0.4hrs) at ordinary rates plus 24 minutes (0.4hrs) aggregated for rostered day off, i.e. A full-time employee may be required to work 40 hours per week, paid as 38 ordinary hours plus 2 hours at ordinary rate and 2 hours accrued as RDO time.

Rostered days off (RDO's) will fall due after 19 ordinary weekdays, Monday to Friday, including paid public holidays, paid annual leave, paid sick days, paid compassionate leave, paid workers compensation and paid jury service.

18.2.1 Employees will be entitled to bank up to a maximum of nine (9) days. Entitlement in excess of nine days may be paid out at the request of the employee approved by the Company.

18.2.2 Employees who haven't accrued at least 7.6 hours will not be eligible for the day off.

18.2.3 RDO hours that are outstanding at the time of termination will be paid out, negative balances will be credited back by reducing the termination payment accordingly.

18.2.2 In cases where the Company and the majority of the employees concerned agree, ordinary hours may be more than eight on particular days of the working week. However, ordinary hours will not exceed 12 hours on any day.

19. REST PERIODS

19.1 Employees shall be allowed two paid rest periods of 15 minutes duration and at a time agreed between the Company and employees at an establishment as being suitable for the work being undertaken at the establishment. Each of these breaks is inclusive of walking, wash up and changing time.

19.2 On shorter working days, as defined, no afternoon rest period shall be allowed.

19.3 In the event of plant breakdowns the company may elect to send employees to a break earlier than the nominated, normal time.

19.4 In the event of breakdown employees are not permitted to leave the workplace to go on a break earlier unless they have been directed to do so by the supervisor or manager.

20. BREAKS

20.1 Meal Interval

20.1.1 Employees (other than shift workers) shall be allowed an unpaid meal break of 30 minutes at a time agreed between the Company and employees at an establishment or section of an establishment as being suitable for the work being undertaken at the establishment.

20.1.2 Such meal break shall not be required to be taken earlier than three hours or later than five hours after commencing work; and shall include walking and changing time.

20.1.3 Meal Breaks shall be staggered to suit the operational requirements of the plant. If an employee is required to work during their meal break they shall be paid overtime rates from such meal break until the meal break is allowed.

20.1.4 Notwithstanding anything elsewhere contained in this clause, shift workers shall be allowed a meal/crib break of not less than forty (40) minutes to be taken in two (2) x twenty (20) minute breaks which shall be counted as time worked and paid accordingly.

21. OVERTIME

21.1 Permanent full-time employees will be offered overtime in preference to casual employees.

21.2 A full time employee who works outside the ordinary working hours on any one (1) day shall be paid at the rate of time and one half for the first two hours and double time thereafter based on the ordinary rate of pay, calculated on a daily basis.

21.3 All overtime work performed on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.

21.3.1 An employee required to work overtime on a Saturday shall receive a minimum of four hours work or shall receive four hours pay at the appropriate penalty rate, unless such overtime is continuous with rostered ordinary time.

21.4 An employee who has left the Company's premises and is recalled to work overtime, shall be paid a minimum of four hours at the appropriate rate, provided that such employee present for work as required.

21.5 The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

21.6 All work performed on a Sunday shall be paid at the rate of double time for all hours worked.

21.7 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

21.7.1 If on the instructions of the Company such an employee resumes or continues work without having had such eight consecutive hours off duty the employee shall be paid at the rate of double time until they are released from duty for a break of at least eight consecutive hours.

The employee will not suffer loss of pay for ordinary working time during such absence.

21.7.2 Recalled to work overtime should not be regarded as overtime for the purpose of this clause.

21.8 Additional Breaks during periods of Overtime work:

21.8.1 Two hours after the last break an assessment will be made of what work remains to be completed, in the event that more than 3 hours of work is required then a 15 minute break will be taken two hours after the completion of the last break.

An assessment of the work required will take place after the last break and whenever possible 1 hour prior to the normal finish time.

22. SHIFT WORK

The following shift work provisions will apply.

22.1 Definitions

For the purpose of these provisions:

“Afternoon Shift” means any shift finishing after 5.30pm and at or before midnight.

“Night Shift” means any shift finishing subsequent to midnight and at or before 8:00am.

22.2 Hours

22.2.1 The ordinary hours of work shall be an average of 38 per week for full-time employees.

22.2.2 The ordinary hours of work prescribed shall not exceed 12 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day the arrangement of hours shall be subject to the agreement of the Company and the majority of employees in the plant or section or sections concerned.

22.2.3 Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

22.2.4 The times of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement by seven days notice of alteration given by the Company to the employees.

22.3 Shift Allowances

Permanent Afternoon Shift	15% shift loading
Permanent Night Shift	27.5% shift loading
Rotating Afternoon Shift	12.5% shift loading
Rotating Night Shift	25% shift loading

22.4 Saturday Shifts

22.4.1 Regular Saturday Shift Work:

Shift workers required to work on Saturday as part of their ordinary hours in any week shall be paid for such ordinary shift at time and one quarter based on their ordinary rate of pay plus the relevant shift loading as per clause 22.3 (e.g. if an employee works 8 ordinary hours they shall be paid 8 hours at ordinary rate plus 25% Saturday loading plus any relevant shift penalty. The shift penalty is calculated on the 8 ordinary hours and does not include the 25% Saturday loading).

22.5 Sunday and Public Holiday shifts

22.5.1 Shift workers (other than night shift workers) for all time worked on a Sunday or Public Holiday shall be paid at the rates prescribed for such work in this agreement.

22.5.2 Where a night shift commences on a Public Holiday the time so worked for that shift shall entitle the employee to the Holiday rate.

22.5.3 Where a night shift employee is not required to work on an ordinary shift commencing on a public holiday, they shall be paid double time for all hours worked on the public holiday from the previous shift, e.g. If a night shift employee is not required to work on Good Friday but works Thursday night into Friday they shall be paid double time for all hours worked from midnight Thursday into Friday. Permanent employees shall be paid ordinary rates for Good Friday night shift as their public holiday not worked.

22.6 Overtime

22.6.1 Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this clause shall be paid at the rate of time and a half for the first two hours and double time thereafter.

22.7 Sunday Work

- 22.7.1** An employee required to work on a Sunday shall be paid for all time worked, two times the ordinary hourly rate appropriate to the classification under which the employee is employed.
- 22.7.2** Full-time employees shall be provided with a minimum of four hours work or shall be paid as for four hours work at the appropriate rate. Casual employees shall be provided with a minimum of three hours work or shall be paid as for three hours of work at the appropriate rate.

PART 6: LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

23. ANNUAL LEAVE

- 23.1** Except as otherwise provided in this Agreement every employee (except casuals) shall at the end of year of employment become entitled to an annual holiday of four weeks on ordinary pay.
- 23.2** The annual holiday shall be given and taken in one continuous period or, if the employee and the Company so agree, in separate periods of not less than one week.
- 23.3** If the employee and the Company so agree the annual holiday or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the annual holiday.
- 23.4** Where an employee has become entitled to four weeks annual leave, the annual holiday shall be given by the Company and shall be taken by the employee before the expiration of a period of six months after such time. The giving and taking of the whole or any separate period of such annual holiday may, with the consent of the Company or their nominee be postponed for a period to be specified by the Company in any case where the Company is of the opinion that circumstances render such postponement necessary or desirable.
- 23.4.1** The Company shall give each employee at least seven days notice of the date from which the annual holiday shall be taken.
- 23.5** Where an employee elects, the Company may at its discretion agree to pay any part of accrued annual leave in excess of two (2) weeks to an employee as cash payment in lieu of taking the leave (annual leave loading of 17.5% is not payable on cash payouts). Provided that the election to be paid out the annual leave is in writing from the employee, approved by the employee's Supervisor and authorised by the Divisional Manager.
- 23.6** The Company shall pay each employee in advance before the commencement of the employee's annual holiday their ordinary pay for the holiday period.
- 23.7** Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued the right to a further annual holiday shall not accrue until after the expiration of the year of employment in respect of which the annual holiday or part has been so taken.
- 23.8** Where any trade or public holiday for which the employee is entitled to payment under this Agreement or under the contract of employment occurs during any period of an annual holiday, the period of the holiday shall be increased by one day in respect of that trade or public holiday.
- 23.9** Loading on annual leave
- During a period of annual leave an employee including shift workers shall receive a 17.5% loading calculated on their ordinary wage rate. Shift penalties are not applicable during periods of annual leave.
- 23.10** Where the employment of an employee is terminated, the Company shall forthwith pay to the employee, in addition to all other amounts due to the employee, the employee's ordinary pay for the period of annual leave balance as at date of termination of employment.
- 23.11** Nothing in clause 23.10 affects the obligation of the Company to give or an employee to take, annual holidays in accordance with this Agreement.

- 23.12** Where the annual holiday or any part thereof has been taken in advance by the employee pursuant to clause 23.8 of that Section and the employment of the employee is terminated before the employee has completed the year of employment in respect of which such annual holiday or part was taken and the sum paid by the Company to the employee as ordinary pay for the annual holiday or part so taken in advance exceeds the sum which the Company is required to pay to the employee under clause 23.4 of this Section the Company shall not be liable to make any payment to the employee under clause 23.4 of this Section and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon the termination of the employment.
- 23.13** Where the Company intends temporarily to close (or reduce to nucleus) his establishment or a section thereof for the purpose (inter alia) of allowing annual leave to the employees concerned or a majority of them the Company may give in writing to such employees four(4) weeks notice (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that he elects to apply the provisions of this subsection and thereupon:
- 23.13.1** Any such employee who at the date of closing is entitled to their annual holiday shall be given his/her annual holiday commencing as on and from the date of closing and, in addition shall be paid one-twelfth of his/her ordinary pay for any period of employment after the accrual of his/her right to the annual holiday and up to but excluding the date of closing;
- 23.13.2** Any such employee who at the date of closing are not entitled to their annual holiday shall be given leave without pay as on and from the date of closing and shall be paid one-twelfth of their ordinary pay since the commencement thereof or the accrual of their annual holiday (whichever is the later) and up to but excluding the date of closing together with pay for any trade or public holiday during such leave for which they is entitled to payment under this Agreement; and
- 23.13.3** The next twelve-monthly qualifying period of employment for every such employee shall commence as on and from the date of closing.
- In this subsection "date of closing" in relation to each employee means the first day of the employee's annual holiday or leave pursuant to this subsection.
- 23.14** For the purpose of the two last preceding Sections:
- 23.14.1** "Ordinary pay" in relation to any employee means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay;
- 23.14.2** "Week" in relation to any employee means the employee's ordinary working week.
- 23.14.3** "Employee" means any person employed by the Company to do any work for hire or reward and includes an apprentice and any other person whose contract of employment requires him/her to learn or to be taught any occupation.
- 23.15** For the purposes of the definition of the term "ordinary pay" in clause 23.1:
- 23.15.1** Where no normal weekly number of hours is fixed for an employee under the terms of his/her employment the ordinary time rate of pay shall be deemed to be the average weekly rate earned by him/her during the period in respect of which the right to the annual holiday accrues;
- 23.15.2** For the purposes of this Agreement 'a year of employment' shall be deemed to be unbroken notwithstanding:
- (a) Any annual leave or long service leave taken therein;
 - (b) Any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
 - (c) Any absence from work of not more than twenty days in the year of employment on account of sickness or accident;

- (d) Any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed by the Company;
- (e) Any absence on any other account not involving termination of employment, and in calculating a year of employment any absence of a kind mentioned in clauses 25.15.2 (b), (c) and (d) shall be counted as part of the year of employment but in respect of absences of a kind mentioned here in it will be necessary for the employee as part of his/her qualification for annual leave to serve such additional period as equals the period of such absences.

23.16 Part-time employees shall be entitled to Annual Leave on a pro rata basis.

24. PERSONAL LEAVE (SICK LEAVE & CARER'S LEAVE)

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in the casual employment clause of this Agreement.

24.1 The term immediate family includes:

Spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband, wife or partner on a bona fide domestic basis; and

Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

24.2 Meaning of Personal Leave

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency (carer's leave).

24.3 Entitlement to paid personal leave and payment

An employee is entitled to 76 hours (80 hours if the employee normally works eight or more hours in a day) personal leave per year provided the employee complies with the notice and evidence requirements of this clause.

An employee takes personal leave, the employer must pay the employee for the period of the personal leave, the ordinary amount the employee would have expected to be paid by the employer if the employee had worked during that period.

Accumulated sick leave shall be paid to the employee at the ordinary rate of pay upon request by the employee and on the proviso that that the amount of leave to be paid out does not decrease the current balance below 15 days.

Should an employee eligible for sick leave, leave his or her employment for any reason, or be dismissed for reasons other than misconduct, he or she shall be paid for all sick leave that has been accumulated on his or her behalf up to a maximum of 160 hours.

An employee who has been dismissed for wilful and deliberate misconduct (i.e. theft, fraud, physical violence etc.) or for gross negligence will not be entitled to pay out of any sick leave.

24.4 Accrual of personal leave

An employee is entitled to accrue paid personal leave, for each complete four (4) week period of continuous service with the employer, of 1/26 of the number of nominal hours worked by the employee for the employer during that four (4) week period. Paid personal leave accrues on a pro-rata basis.

Personal (sick) leave accrues on a weekly basis, (i.e. there is no up front block entitlement on each anniversary). Balance of accrued personal (sick) leave will appear on the weekly pay slips.

24.5 Crediting

Each month an employer must credit to an employee the amount (if any) of paid personal leave accrued by the employee since the employer last credited paid personal leave to the employee accrued under this clause.

Paid personal leave is cumulative i.e. unused personal leave accumulates from year to year. An employee is entitled to use accumulated personal leave if the current year's personal leave entitlement has been exhausted.

24.6 Workers' compensation

If an employee is receiving workers' compensation payments, the employee is not entitled to paid sick leave.

24.7 Personal leave to care for an immediate family or household member (carer's leave).

An employee is entitled to use up to 76 hours (80 hours if the employee normally works eight or more hours in a day) personal leave in any twelve (12) month period to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency (carer's leave).

This entitlement is subject to the employee being responsible for the care and support of the another person has taken leave to care for the same person.

By agreement between the employer and employee, the employee may access an additional amount of their accrued personal leave for carer's leave beyond the relevant limit. In such circumstances, the employer and the employee shall agree upon the additional amount that may be accessed.

24.8 Notice and evidence supporting claim where employee takes personal leave for personal injury or sickness (sick leave):

The employee must give his or her employer notice that the employee is (or will be) absent from his to the employer as soon as reasonably practicable (which may be at a time before or after the sick leave has started).

24.9 Evidence Supporting Claim – Personal Leave

When taking sick leave, the employee shall, if required by the employer, establish by production of either a medical certificate or a statutory declaration that his or her non-attendance was due to personal injury or sickness necessitating such absence.

Notice and evidence supporting claim where employee takes personal leave to care for an immediate family or household member (carer's leave).

24.10 Notice

The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take carer's leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

24.11 Evidence supporting claim – Carers Leave

When taking leave to care for an immediate family or household member, the employee shall, if required, establish by production of either a medical certificate or statutory declaration, the illness of the person concerned.

When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

24.12 Unpaid personal leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days of unpaid carer's leave per occasion, provided the employee complies with the notice and evidence requirements of this clause. Unpaid carer's leave can be taken in a single unbroken period or any separate periods agreed between the employee and employer.

25. COMPASSIONATE LEAVE

25.1 Paid Leave Entitlement

An employee is entitled to use two (2) days compassionate leave for each occasion on which a member of the employee's immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

When an employee takes paid compassionate leave, the employer must pay the employee the amount the employee would reasonably have expected to be paid if the employee had worked during the period of compassionate leave.

25.2 Evidence Supporting Claim

The employee is only entitled to compassionate leave if the employee gives his or her employer any evidence that the employer reasonably required of the illness, injury or death.

25.3 Taking Compassionate Leave

An employee is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the employee and the employer. Where the employee is taking compassionate leave to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.

25.4 Unpaid Leave Entitlement

The employee is entitled to take up to two (2) days unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the employer.

26. PARENTAL LEAVE

26.1 Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child. The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

26.2 An eligible casual employee means a casual employee:

26.2.1 employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

26.2.2 who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

26.3 For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

26.4 An employer must not fail to re-engage a casual employee because:

26.4.1 the employee or employee's spouse is pregnant; or

26.4.2 the employee is or has been immediately absent on parental leave.

26.4.3 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

26.5 Definitions

26.5.1 For the purpose of this clause child means a child of the employee under school age or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

26.5.2 Spouse includes a former spouse, a de facto spouse or a former de facto spouse.

26.6 Basic entitlement

After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

26.6.1 Subject to 26.11 – Special Maternity Leave, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- (a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

26.7 Variation of period of parental leave

Where an employee takes leave under 26.6 – Basic Entitlement or 26.8 – Right to request, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified as soon as possible but no less than fourteen days prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in 26.6 - Basic Entitlement or 26.8 – Right to request.

26.8 Right to request

26.8.1 An employee entitled to parental leave pursuant to the provisions of 26.6 – Basic Entitlement, may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in 26.6 up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in 26.6 by a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

26.8.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

The employee's request and the employer's decision made under 26.8 must be recorded in writing.

26.9 Part-time employees

26.9.1 Where an employee wishes to make a request under 26.8 such a request must be made as soon as possible but no less than four weeks prior to the date upon which the employee is due to return to work from parental leave.

Commencement of part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.

26.9.2 Before commencing a period of part-time employment under this clause the employee and the employer must agree:

- (a) that the employee may work part-time;
- (b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- (c) upon the classification applying to the work to be performed; and
- (d) upon the period of part-time employment.

26.9.3 The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

26.9.4 Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

26.10 Maternity leave

26.10.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- (a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant and the expected date of birth) –at least ten weeks;

- (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken – at least four weeks.

26.10.2 When the employee gives notice 26.10.1(a) hereof, the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

26.10.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or for any other compelling reason.

26.10.4 Subject to hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

26.11 Special maternity leave

26.11.1 Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

26.11.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, the employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

26.11.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks unless where agreed pursuant to 26.8 – Right to request.

26.11.4 Where leave is granted under 26.11.1, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

26.12 Paternity leave

26.12.1 An employee will provide the employer at least ten weeks prior to each proposed period of paternity leave with:

- (a) A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- (c) except in relation to leave taken simultaneously with the child's mother under 26.6.1(a) or (b) a statutory declaration stating:
 - he will take that period of paternity leave to become the primary care-giver of a child;
 - particulars of any period of maternity leave sought or taken by his spouse; and
 - that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

26.12.2 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

26.13 Adoption leave

26.13.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

26.13.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (a) the employee is seeking adoption leave to become the primary care-giver of the child;
- (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

26.13.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

26.13.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

26.13.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

26.13.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

26.14 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave (other than paid leave taken under 26.15 – Transfer to a Safe Job) not exceeding 52 weeks or a longer period as agreed under 26.8 – Right to request.

26.15 Transfer to a safe job

26.15.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

26.15.2 If the transfer to a safe job is not practicable:

- (a) the employee may take paid leave immediately for a period ending at the time mentioned in 26.8.1(b); or
- (b) the employer may require the employee to take paid leave immediately for a period ending at the time mentioned in 26.8.1(b).

26.15.3 If the employee takes paid leave under 26.15.2(a) or (b) during a period, the employer must pay the employee for that period the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.

26.15.4 If the employee takes paid leave under 26.15.2(a) or (b):

- (a) the entitlement to leave is in addition to any other leave entitlement she has; and
- (b) the period of leave ends at the earliest of whichever of the following times is applicable:
 - The end of the period stated in the medical certificate;
 - If the employee's pregnancy results in the birth of a living child – the end of the day before the date of birth;
 - If the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

26.16 Returning to work after a period of parental leave

26.16.1 An employee will notify the employer of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

26.16.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 26.9, the employee will be entitled to return to the position held immediately before the transfer.

26.16.3 Where the position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

27. JURY SERVICE

27.1 If an employee, other than a casual employee, is required to attend on any day or days at Court in compliance with a Summons to appear as a juror he/she shall for each day of which he/she attends be granted leave by his/her Employer for that day and be paid an amount equal to the difference between the fee to which he/she is entitled for attending on such day (excluding reimbursement of travel, accommodation and meal costs) and his/her rate for the classification in which he/she is employed provided –

27.1.1 That he/she notifies his/her Employer that he/she received such a summons and produces it to the Employer on the first working day after receiving it.

27.1.2 That he/she qualifies for a jury fee on that day or days and produces receipt of such payment; and

27.1.3 That he/she attends for work on the working day before and the working day after the day or days on which he/she is required to attend and attends for jury service.

28. LONG SERVICE LEAVE

28.1 Long Service Leave shall be as per the Long Service Leave provisions of the Long Service Leave Act (Vic) 1992, being 13 weeks pay for fifteen years of service, pro-rata entitlement payable after 10 years of service.

28.1.1 On termination of employment an employee shall be paid pro-rata long service leave after 7 years of service.

28.1.2 In the case of an employee who has completed five (5) years of service but less than seven (7) years of continuous employment and whose employment has been terminated by the employer for any cause, other than wilful misconduct or on account of permanent incapacity arising out of an injury which has occurred in the employ of the Company and which has qualified for compensation under the relevant legislation or by permanent retirement of the employee on account of age or on account of genuine illness for which a

medical certificate is provided to the Company by the employee, a Long Service Leave payment equal to one-sixtieth(0.6) of the period of his or her continuous employment shall be made.

28.1.3 In the case of an employee who has completed more than fifteen (15) years of continuous employment with the Company and whose employment is terminated other than for wilful misconduct, an amount of Long Service Leave equal to one-sixtieth (.6) of the period of his or her continuous employment since the last accrual of entitlement to Long Service Leave as per clause 21.8 above shall be made, i.e. The first fifteen years of continuous employment, Long Service Leave accrues at .867 of one week per year. Each year after that, Long Service Leave accrues at 1.467 weeks for each completed year of continuous service.

28.2 Where any trade or public holiday for which the employee is entitled to payment under this Agreement or under the contract of employment occurs during any period of long service leave, the period of leave shall be increased by one day in respect of that trade or public holiday.

28.3 Long service leave entitlement balance will be advised upon request by the employee, from the pay office.

29. PUBLIC HOLIDAYS

29.1 An employee shall be entitled to holidays on the following days:

29.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day, Australia Day, Anzac Day, Queen's Birthday and Labour Day, Melbourne Cup Day and Workers Picnic Day.

Show Day holiday does not apply. Payment for this holiday is inclusive in the Enterprise Allowance as per clause 17.4.

29.1.2 Workers Picnic Day.

This public holiday is the 3rd Wednesday of January in each year. The practice at BPL Melbourne (Pridham) is for employees to work the Workers Picnic Day and be compensated in accordance with clause 31.4 of this Agreement.

29.2 Substitute Days

29.2.1 When Christmas Day is Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

29.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

29.2.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

29.2.4 Where in the state or a locality thereof, public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this Agreement.

29.2.5 The Company and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement. Any agreement pursuant to shall be recorded in writing and be available to every affected employee.

29.2.6 The Union shall be informed of an agreement pursuant to clause 31.2.5.

29.2.7 A full-time employee, without duress, may request to take another day's leave in lieu of payment as per clause 31.4 for working on any of the public holidays as listed in clause 32.1.

29.3 The parties recognise that because parts of industry are operating on and around the public holidays stated above, BPL Melbourne (Pridham) may need to operate on these days. Therefore, the employees shall provide operational coverage on public holidays and other days as a consequence of the public holidays to ensure that material can be processed as required by the Company. To achieve this, a roster shall be drawn up in advance. This shall ensure a fair 'sharing' of coverage occurs over the year.

Employees rostered to work on these days are required to work and if they fail to attend work, a medical certificate or other reasonable proof of illness must be provided.

29.4 Penalty Rates

An employee who is required to work on any of the above-named public holidays or on any day substituted by Act of Parliament or Proclamation of such public holiday, shall be paid at two and one half times at the hourly rate appropriate to the classification under which the employee is employed.

29.5 Where an employee is absent from employment on the working day before or the working day after a public holiday they must provide the Employer with a medical certificate or statutory declaration to the satisfaction of the Employer.

29.5.1 If the services of a full-time employee, employed prior to 1 November in any year, are terminated on or subsequent to 1 November and the employee is re-engaged for work before 15 January in the next succeeding year the employee shall be paid for Christmas Day, Boxing Day and New Years Day at the ordinary hourly rate appropriate to the classification under which the employee was employed prior to such termination.

PART 7: OCCUPATIONAL HEALTH AND SAFETY MATTERS, TOOLS AND AMENITIES

30. ACCIDENT PAY

30.1 Definitions

For the purpose of this clause and subject to the terms thereof the words hereunder shall bear the respective definitions set out hereunder: Workers Compensation Act or Ordinance. (the Act) means *the Workers' Compensation Act 1958- 1972*, as amended from time to time of the Accident Compensation Act as amended from time to time as the case may be.

30.2 Injury

For the purpose of this clause injury shall mean an injury occurring at the place of employment but otherwise shall be given the same meaning and application as applying under the respective Accident Compensation Act or Ordinance applicable in the State or Territory of employment and no injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under such respective Act or Ordinance.

30.2.1 In the case of the termination by the Company of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where:

- the termination is due to serious and/or wilful misconduct on the part of the employee; or
- arises from a declaration of liquidation of the company in which case the employee's entitlement shall be determined by the appropriate State legislation.

In order to qualify for the continuance of accident pay on termination an employee shall, if required, provide evidence to his/her Company of the continuing payment of weekly workers' compensation payments.

Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to the following sentence of this subclause and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first three weeks. Provided that, as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration, no payment shall be made unless the employee has been employed with the Company at the time of incapacity for a minimum period of one(1) month.

Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

An employee on engagement may be required to declare all workers' compensation or accident pay claims made in the previous five years pursuant to the relevant Act, and in the event of false or inaccurate information being deliberately and knowingly declared the Company may require the employee to forfeit his/her entitlement to accident pay under this agreement.

- 30.3** Subject to payment conditions outlined in this clause an employee who qualifies for WorkCover will receive an amount equal to the difference between the total amounts received as WorkCover payments and the employee's rate of wage for working ordinary hours.
- 30.4** Payment under this clause is conditional upon the employee accepting suitable work in accordance with the terms of any doctor's certificate issued in respect of the relevant accident. This may include work on duties or classifications different from the employee's normal duties.
- 30.5** Where an employee receives accident pay and such is payable for incapacity for part of a week, the amount shall be a direct pro-rata.
- 30.6** No payment shall be made for any injury arising out of any accident where the injured employee is knowingly in breach of, or refuses to comply with any statutory regulation, agreement provision, or any company policy, procedure or instruction relating to safe working practices.
- 30.7** No payment shall be made in respect of any accident occurring away from the premises of the employer between the time of commencement and the completion of work on any day, excepting accidents occurring during the performance of the employee's duties.
- 30.8** No payment shall be made in respect of any period of other paid leave of absence.
- 30.9** The maximum period or aggregate of periods of accident pay to be made by the company shall be a total of 52 weeks for any one injury.
- 30.10** Where there is redemption of weekly compensation payments under the act the employer's liability to pay accident pay shall cease as from the date of such redemption.
- 30.11** Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

31. FIRST AID EQUIPMENT

A suitable first aid kit shall be kept at all workplaces and, if available, an employee suitably qualified in first aid shall be appointed to take charge of first aid equipment and to attend to any employee injured during working hours.

32. AMENITIES

32.1 Meal facilities

32.1.1 The Company shall provide a separate room as a dining room in which shall be provided adequate tables and seating accommodation. Hot water shall be provided and the room shall be kept tidy at all times.

32.1.2 The Company shall provide tea, coffee, sugar and fresh milk.

32.2 Change room and locker facilities

The Company shall provide a changing room, together with adequate facilities for washing and a suitable locker for each employee, or changing facilities which afford protection for employee's clothing.

32.3 Drinking water

The Company shall provide an adequate supply of cool drinking water under hygienic conditions.

33. PROTECTIVE CLOTHING AND EQUIPMENT

- 33.1** The employer shall provide all employees with clean outer clothing, and in accordance with job and safety requirements, waterproof boots, torches, gloves, safety glasses and other equipment deemed necessary.
- 33.2** Jackets shall be supplied and laundered by the Company. Replacement of protective clothing shall be based on a fair wear and tear system. Replacement garments shall only be issued, when the garment being replaced is handed back.
- 33.3** The outer clothing (excluding jackets), shall be provided daily, free of charge prior to the commencement of work and shall be returned by the employee after work as concluded for the day.
- 33.4** The clothing, safety and protective equipment remains the property of the employer and the employee shall take special care of all equipment and clothing.
- 33.5** The employer shall ensure that the correct use of safety and protective equipment is demonstrated to the employee. The employee shall undertake to correctly use said equipment at all necessary times, or be subject to disciplinary action as per clause 13 of this Agreement.

34. HANDLING OF CARCASSES

The employer shall provide ample quantities of hot water, soap and disinfectant and appropriate protective clothing and safety gear for the use of employees required to handle carcasses or parts of a carcass of animals.

35. INOCULATIONS AND CHECK-UPS

- 35.1** All new employees shall, receive all available inoculations to protect them against zoonotic disease.
- 35.2** Employees shall receive regular medical check-ups against zoonotic disease as agreed with the Consultative or Occupational Health and Safety Committee.

PART 8: AGREEMENT COMPLIANCE

36. COPY OF AGREEMENT

A copy of this Agreement shall be made available as required.

37. NO FURTHER CLAIMS

It is a term of this agreement:

- 37.1** That neither party shall pursue any extra claims during the nominal life of this Agreement; and
- 37.2** That the agreement will cover all matters or claims regarding the employment of the employees, which could otherwise be the subject of protected action pursuant to s435 of the Act.

38. TRAINING AND EDUCATION

All employees will be given access to training to improve their skills and career opportunities in line with Company needs.

All Company training which is required of employee(s) such as training and participation in Total Quality Management teams and workplace committees (e.g. Occupational Health and Safety and Consultative Committees) will be conducted at the employer's expense in respect to course fees and subject material costs.

If the required learning is conducted during normal working hours then the employees will be paid normal hours. Where the learning is outside of normal hours, the employee will be paid at his/her ordinary base single time hourly rate. If required to attend any authorised meeting outside ordinary hours, an employee will be paid at his/her ordinary single time base hourly rate with a minimum of three hours payment.

Travel costs which exceed those normally incurred in travelling to and from work shall be reimbursed.

Each employee shall have the opportunity to discuss their training and development requirements with their manager.

The Company encourages employees to further their personal development and education where this is a benefit to both the individual and the company. For courses approved by the Company, financial assistance will be given through reimbursement of tuition fees on successful completion.