

CHALLENGE MEAT PTY LTD
AND
AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES' UNION
FOOD PROCESSING AGREEMENT 2006

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1. THE AGREEMENT

1.1 TITLE

This Agreement shall be known as the Challenge Meat Pty Ltd and Australasian Meat Industry Employees' Union Victorian Smallgoods Agreement 2006.

1.2 Parties

- (a) This Agreement is between Challenge Meat Pty Ltd (the employer) and the Australasian Meat Industry Employees' Union (the union) and the employees (employees).
- (b) This Agreement shall apply in relation to any employment in which it is applicable to the exclusion of the provisions of the Federal Meat Industry Award 1981 as varied and any Award varying or replacing the said Award or any other Award.
- (c) Any reference to "the employer" in this Agreement shall include reference to the successor, assignee or transferee of such employer or part thereof within the meaning of the Workplace Relations Act 1996 and shall include reference to such employer or part thereof notwithstanding any change in its name or status.

1.3 DURATION AND RENEWAL

- (a) This Agreement will come into operation from the beginning of the first pay period commencing on or after the 1st day of December 2006 and shall continue in force until the 30th day of November, 2009.
- (b) The parties to this Agreement agree that they may choose to commence negotiations to renew this Agreement two months prior to the expiration of this Agreement.
- (c) Should any negotiations which take place not achieve agreement, this Agreement will continue in force subject to the parties' rights under the Workplace Relations Act 1996.

1.4 OBJECTIVE

- (a) The parties to this Agreement are committed to:
 - (i) Establishing the efficiency and productivity levels for the domestic and international operations of the company to ensure its competitiveness in the market place.
 - (ii) Establishing secure and satisfying jobs, training opportunities and career paths for Employees.

1.5 POSTING OF AGREEMENT

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

1.6 DEFINITIONS

(a) "Commission"

Means the Australian Industrial Relations Commission.

(b) "Juvenile"

A Juvenile shall mean a person under eighteen (18) years of age.

(c) "Sharpening"

Means the use of grindstones, emery or like wheels, and the use of on, carborundum or like stones, but does not include steeling.

(d) "Union"

Means the Victorian Branch of the Australasian Meat Industry Employees' Union.

(e) "Week"

Means the worker's ordinary working week

(f) "Transmission"

For the purpose of Long Service Leave includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

2. CONDITIONS OF EMPLOYMENT

2.1 CONTRACT OF EMPLOYMENT

2.1.1 All Employees

(a) Engagement

An employee shall be informed when engaged of the nature of his or her engagement whether as a weekly or casual employee.

(b) Medical Examination

- (i) Prospective Employees will be required to attend a pre-employment medical examination, drug test and undertake a functional capacity assessment to ensure that they are fit to undertake the duties required in

the position they have applied for and to ensure that the Employer meets its obligations under the Occupational Health and Safety Act 2004 (Vic).

- (ii) Pursuant to Section 82(7) of the Accident Compensation Act 1985 (Vic) (the "ACA"), all Employees and prospective employees (as the case may be):
 - prior to commencing employment, and - when altering or changing jobs in the Employer's employment; and
 - whenever requested by the Employer;

must notify the Employer of all pre-existing injuries and diseases suffered by the Employee of which he or she is aware and of which he or she could reasonably be expected to foresee could be affected by the nature of the proposed employment. Any Employee who fails to make such a disclosure or makes a false or misleading disclosure will forfeit the right to compensation under the ACA in relation to any recurrence, aggravation, acceleration, exacerbation or deterioration of the pre-existing injury or disease arising out of the Employee's employment.

- (iii) Employees must submit to routine medical examination and participate in injury prevention programs as required by the Employer. All expenses relating to such examinations will be paid for by the Employer.
- (iv) 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 of the situation.
- (v) Subject to sub-sections (2B) and (2C) of the ACA, if a worker suffers an injury which occurs by way of a gradual process over time and which is due to the nature of employment in which the worker was employed at any time before notice of the injury was given, the worker or the worker's dependants shall be entitled to compensation under the ACA as if the injury were an injury arising out of or in the course of employment.

2.1.2 Weekly Employees

(a) Termination

- (i) Employment shall be terminated, apart from clause 2.7.3, by the following notice being given on either

side, or at the election of the Employer, by payment in lieu of notice.

Period of continuous service	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Where the employee has completed at least 2 years of continuous service and is over 45 years' old, the Employer will provide an additional week's notice to the employee.

Such notice shall be given at any time during the week but if given at any time within the employee's ordinary working hours shall apply from the usual finishing time for the day except where payment is made in lieu of notice, in which case, time is calculated from the time of the notice. In lieu of notice, the employer may pay wages and vice versa.

- (ii) A weekly employee leaving his or her employment without notice shall forfeit the entitlement to receive wages during the notice period, which may be deducted from wages due, other than wages for annual leave accrued but not taken.

2.1.3 Casual Employees

(a) Engagement

Casual Employees will be employed from time to time and it is at the discretion of the Employer as to who will be included in the Casual labour pool.

(b) Loadings

- (i) A casual time work employee engaged to perform work in a section where weekly engagement operates shall be paid one-fifth of the weekly rate for the classification he or she is engaged under as prescribed in this Agreement, plus 20% of such rate for each day or shift.
- (ii) The 20% additional payment is compensation for casual employment, in lieu of Holidays, Annual Leave, Sick Leave, Compassionate Leave, Notice, Redundancy Pay and shift allowance.

2.1.4 Deductions

- (a) An employee not attending to or not performing his or her duty shall, except where otherwise expressly provided for in this Agreement, lose his or her pay for the actual time of such non-attendance or non-performance.
- (b) The employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed because of:
 - (i) through any breakdown of machinery,
 - (ii) any industrial disputes by employees of authorities or organisations responsible for the supply of electricity, water, gas, sewerage or others essential to the continuance of meatworks operations,for which the employer cannot reasonably be held responsible.

2.1.5 Warnings/Dismissals

- (a) The employer shall not unfairly, harshly or unreasonably dismiss an employee and any dispute relating to this clause shall be determined in accordance with Clause 7.2 (Settlement of Disputes).
- (b) Should an employee be accused of faulty and/or inefficient work or unwarranted absenteeism then the employer shall serve a warning notice on that employee of the allegation.
- (c) If the circumstances referred to in paragraph (b) occur on a second occasion another notice will be issued.
- (d) If following a second notice, a further allegation of faulty and/or inefficient work or unwarranted absenteeism is made and proven, then a notice of termination shall be issued to that employee.
- (e) Nothing in the Agreement shall affect the right of an employer to summarily dismiss an employee without notice in accordance with paragraph (b) above for malingering, gross inefficiency, neglect of duty or proven misconduct. In such a case wages shall be paid up to the time of dismissal only.
- (f) The periods for which warning notices pursuant to paragraphs (b) and (c) shall apply shall be two years.

2.1.6 Seniority

Seniority will be applied as agreed through the Consultative Committee, recognising that employees being

employed on the basis of seniority have the skills required for the jobs available.

2.2 WORK TO BE PERFORMED

- 2.2.1 An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with his or her classification and any direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy work environment.
- 2.2.2 Employees shall perform such work as the employer or his or her representative requires on the days and during the hours usually worked by the class of employee affected.
- 2.2.3 All work performed under this Agreement shall be carried out to the satisfaction of the employer.

2.3 CHANGES TO SYSTEMS AND METHODS OF WORK

- 2.3.1 General decisions regarding methods of work, production processes, waste minimisation, introduction of machinery or new technology etc, shall be made following consultation and agreement with the Consultative Committee established under Clause 7.1.

2.4 HOURS OF WORK

- (a) Except as provided elsewhere in this Agreement, the ordinary hours of work for all employees, other than casuals, shall be thirty-eight (38) hours per week.
- (b) The actual ordinary working hours shall not exceed eight (8) hours on any day or forty (40) hours in any week to be worked by workers other than shift workers, on five (5) days of the week, Monday to Friday inclusive between the hours of 6.00am. and 6.00pm.

2.5 ROSTERED DAYS OFF

2.5.1 Entitlement

- (a) The hours of work provided for in this Agreement shall be worked over a twenty (20) day (four [4] week) cycle in accordance with this Clause.
- (b) Employees will be entitled to one day off in each twenty (20) day (four [4] week) cycle.

2.5.2 Payment

- (a) Payment for the day off will be calculated on the following basis:

- (i) each employee shall accrue a money credit based on one-nineteenth (1/19th) of actual ordinary earnings paid each day (excluding rostered or deferred days off);
 - (ii) Any paid absence from work shall accrue a money credit based on one nineteenth (1/19th) of the actual amount paid for such absence. This includes regular payments received whilst an employee is receiving workers' compensation and/or in receipt of Make Up Pay pursuant to clause 3.4.2, but excludes rostered or deferred days off.
- (b) Each employee will accrue a time credit on the basis on one nineteenth (1/19th) of each calendar day, Monday to Friday (excluding rostered or deferred days off).
 - (c) A day's pay for the purposes of a "day off" will be calculated by adding the amount of money accrued in the twenty (20) day work cycle and dividing it by nineteen (19).

2.5.3 Pay Out of Entitlement

Payment shall not be made by an employer to an employee in lieu of any accumulated "day off" to which the employee is entitled under this Clause nor shall any such payment be accepted by the employee, except under the following circumstances:

- (a) Any entitlement accumulated in accordance with sub-clause 2.5.2 of this clause shall be paid to the employee on termination of engagement for any reason.
- (b) When an employee is absent and receiving workers' compensation payments, entitlement accumulated in accordance with paragraph 2.5.2(a) of this clause during such period of absence shall be paid to the employee, provided that the minimum payment made shall be the equivalent of a "day's pay" calculated in accordance with part 2.5.2(c) hereof.
- (c) Where such payment is made to an employee, any entitlement accumulated in accordance with paragraph 2.5.2 (b) hereof during such period of absence shall be deemed to have been taken by the employee.
- (d) Any entitlement accumulated in accordance with paragraphs 2.5.2(a) and (b) by the employee prior to such absence for which workers' compensation payments are made, shall remain to the credit of the employee.

2.5.4 Rostering/Accumulation of RDOs

- (a) An employee may be regularly rostered off during a particular work cycle; or,
- (b) An employee may be required to accumulate his or her entitlement up to a total of nine (9) days. In this case such accumulated days off and other days subsequently accumulated must be taken:
 - (i) at such time as is agreed between the employer and employee.
 - (ii) before the expiration of twelve (12) months from the anniversary date at which such accumulation began.

2.5.5 Work on Rostered days off

- (a) Employees who agree to work on their RDOs may work on six RDOs per annum and receive payment for days worked in addition to payment for RDO.

2.5.6 Implementation

The method of implementation of this Clause shall be determined by the Consultative Committee.

2.6 SHIFT WORK AND WORK ON WEEKENDS AND PUBLIC HOLIDAYS

2.6.1 Introduction of Shift Work

- (a) Shift work, other than that provided by this clause, may be introduced by agreement in writing between the employer and the union to meet the needs of the particular establishment.
- (b) Shift work may not be introduced for less than five (5) consecutive working days.
- (c) Nothing in this clause shall restrict the right of the employer to request an employee to work overtime or to work an additional shift due to the non-attendance of an employee in the department.
- (d) For the purpose of this clause "afternoon shift" shall mean a rostered shift finishing after 6pm and at or before midnight, and "night shift" shall mean a shift other than a rostered shift or afternoon shift.

2.6.2 Shift Allowances

- (a) Permanent "afternoon shift" employees shall receive an additional 15% per week.
- (b) Permanent "night shift" employees shall receive an additional 30% per week.

- (c) Rotating shift employees working "afternoon shift" shall receive an additional 12 1/2% per week.
- (d) Rotating shift employees working night shift shall receive an additional 25% per week.

2.6.3 Work On Weekends and Public Holidays

(a) Saturday Work

All work performed on a Saturday shall be paid for at time and a half for the first two and one half hours and double time thereafter, provided that employees required to work on Saturday shall be guaranteed a minimum of two and a half hours pay calculated at the appropriate penalty rate.

(b) Sunday Work

All work performed on Sunday shall be paid for at double time provided that employees required to work on Sunday shall be guaranteed a minimum of four (4) hours pay calculated at the appropriate penalty rate.

(c) Public Holidays

All work performed on any holidays as prescribed in Clause 5.4 (Public Holidays) shall be paid at double the ordinary rate in addition to the payment provided for the Public Holiday in Clause 5.4, provided that employees called on to work on a holiday shall be guaranteed a minimum of four (4) hours pay at double the ordinary rate in addition to the payment for the said Public Holidays.

2.7 REDUNDANCY

2.7.1 Where the employer decides to close down permanently all or part of an operation or calls for voluntary redundancies this clause shall apply.

2.7.2 The employer will consult with the consultative committee immediately a decision referred to in clause 2.7.1. hereof is made:

- (a) with respect to the likely effect on employees;
- (b) to ensure continuity of employment for as many employees as possible.

2.7.3 In the event that employees are to be terminated as prescribed in 2.7.1 hereof, the following payments shall be made:

- (a) pay in lieu of the period of notice due to the employee under clause 2.1.2(a)(i) of this Agreement;
- (b) two weeks' pay for each year of completed service; and

- (c) pro rata payment for each completed month of an uncompleted year,

provided that such payments shall not exceed twenty six (26) weeks of ordinary pay and such payments shall be at ordinary rates of pay as defined in Clause 5.3.14 (Long Service Leave).

- 2.7.4 Employees who receive payments under 2.7.3 hereof shall be considered for employment on the same basis as new recruitment to the company.

- 2.7.5 Any dispute with respect to the application of this clause shall be determined in accordance with clause 7.2 (Settlement of Disputes).

2.7.6 Transmission of Business

- (a) Where a business is before or after the date of this agreement, transmitted from the employer (in this sub-clause called "the transmitter") to another employer (in the sub-clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

- (b) In this clause "business" includes trade, process, business or occupation and includes part of any such business, and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law, and "transmitted" has a corresponding meaning.

2.9 PAYMENT OF WAGES

- 2.9.1 Wages shall be paid during the employees' normal working hours on the usual pay day of the employer, which shall not be later than Thursday in each calendar week unless agreed otherwise through the Consultative Committee.

- 2.9.2 Wages shall be paid by cheque or by deposit of those wages in a bank account or other similar account to be nominated by the employee.

- 2.9.3 The cashing of cheques will be during the employees' time.

- 2.9.4 On each pay day each employee shall receive a statement on the pay envelope or pay slip showing the total amount of ordinary wages, overtime and any other payments and all deductions there from, in respect of all such moneys paid to him or her.
- 2.9.5 The employer shall not keep more than two days' pay in hand unless it is agreed through the Consultative Committee that no more than three (3) days' pay be kept.
- 2.9.6 Wages due to casual employees shall be paid immediately on the termination of work on each day on which he or she is engaged if so requested by any such employee.

2.10 MEAL TIMES

- 2.10.1 A period of one hour shall be allowed to all employees no later than five (5) hours after commencing work. An employee may however agree to delay a meal break to a time more than 5 hours after commencement without the penalty provided in clause 2.10.3 hereof. A midday meal break shall be allowed commencing at any time between 11.00am and 2.00pm. Notwithstanding anything elsewhere contained in this clause, employees may by mutual consent be allowed either half an hour or three quarters of an hour for each meal interval.
- 2.10.2 The time of meal breaks shall be fixed by the Consultative Committee and shall not, except in any emergency, be altered unless twenty four (24) hours notice is given to the employee concerned.
- 2.10.3 An employee called upon to work during a meal interval shall be paid overtime rates for the period so employed and such overtime shall continue until a meal break is allowed.
- 2.10.4 Notwithstanding anything elsewhere contained in this clause, shift workers shall be allowed a crib time of not less than twenty (20) minutes nor more than thirty (30) minutes which shall be counted as time worked and paid accordingly.

2.11 EMPLOYEE FACILITIES

- 2.11.1 The employer shall provide the following facilities for employees:-
- (a) Boiling water in sufficient quantities to make an adequate supply of hot drinks for each employee immediately each meal break or rest break commences.
 - (b) Changing rooms, dining rooms, toilets, wash basins, showers, etc., in accordance with the provisions of the

Code of Practice for Workplaces made pursuant to the Occupational Health and Safety Act 1985.

- (c) Adequate supplies of cool drinking water at convenient locations.
- (d) Adequate supplies of anti-bacterial soap and sterile drying equipment in all washrooms.

2.12 EMPLOYEE LIABILITY

2.12.1 An employer sued by any person, including an employee, for damages for personal injury or loss caused to that person by reason of any alleged negligent act or omission of an employee to whom this Agreement applies whilst acting in the scope of his or her employment, shall not claim from such employee so alleged to have been negligent, contribution or indemnity in respect of any such damages for which such employer is sued.

2.12.2 This provision shall not apply if the employer has effectively insured the employee so alleged to have been negligent against any liability of such employee to such employer for any such contributions or indemnity. This clause shall not apply if the aforesaid alleged negligent act or omission constitutes serious and wilful misconduct.

3 PAY RATES

3.1 LEVELS

	From 1/12/06	From 1/12/07	From 1/12/08	% of Level 7
Level 1 New unskilled employees with less than 3 months experience	\$535.70	\$551.78	568.33	85%
Level 2 Packers, Cleaners, Slicers & Wrappers	567.22	584.24	601.76	90%
Level 3 Filler cookers, pickle pump operators	576.67	593.97	611.79	91.5%
Level 4 Drivers, cutter operators, meat trimmers, storeperson	586.12	603.71	621.82	93%

Level 5				
Lab Tester	598.73	616.69	635.19	95%
Level 6				
Multi skilled workers	608.18	626.43	645.22	96.50%
Level 7				
Butcher/Tradesperson	630.24	649.15	668.62	100%

Juveniles

Juveniles shall receive the following percentage of the adult rate in the appropriate classification levels:

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

3.2 CLASSIFICATIONS

The above classification structure shall be subject to further clarification through the Consultative Committee.

Employees who have completed Level 3 of the MINTRAC curriculum and have been assessed as competent will be paid as a Level 6 "Multi skilled worker".

Progression through the various classification levels shall be as agreed with the Consultative Committee.

3.3 COMPETENT EMPLOYEES

3.3.1 Competent employees conducting training will be paid an additional allowance of \$5.15 per day.

3.3.2 A Leading Hand who is entrusted by the employers with the supervision of other employees shall be paid an additional \$13.96 per day for night shift and \$11.63 per day for afternoon and day shift. This is an allowance which is paid in addition to all other payments and is not included in the calculation of normal pay.

- (i) From 1/12/06, night \$ 14.38; day and afternoon shift \$ 11.98;
- (ii) From 1/12/07, night \$ 14.81; day and afternoon shift \$ 12.34;
- (iii) From 1/12/08, night \$ 15.25; day and afternoon shift \$ 12.71;

3.4 ADDITIONAL PAYMENTS

3.4.1 Overtime

(a) General

It is a condition of engagement and of employment that an employer may require all employees to work reasonable overtime (including overtime on Saturdays, Sundays and Public Holidays) at overtime rates and such employee shall work overtime in accordance with such requirements.

(b) All Workers

All time worked outside the ordinary hours of work on any day shall be deemed to be overtime and shall be paid for at time and one half for the first two and one half hours and double time thereafter.

(c) Shift Workers

All time worked outside eight hours on any shift as prescribed in Clause 2.6 shall be paid for at time and a half for the first two and one half hours and double time thereafter based on the ordinary rate of pay. In addition, for each hour of overtime there shall be paid the same amount of shift work allowance that the employee was receiving for each hour of ordinary time for the shift worked prior to working overtime.

3.4.2 Make Up Pay

- (a) Subject to the conditions outlined in this clause an employee who qualifies for workers' compensation under the relevant State legislation will receive an amount equal to the difference between the total amounts received as workers compensation payments and the minimum payment applicable to the employee's classification.
- (b) No payment under this clause shall be made for the first three (3) days of an absence for which compensation is claimed.
- (c) 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. If there is a dispute between doctor's certificates as to the suitability of work, payment shall be made pending resolution of the issue by an appropriate board or tribunal.
- (d) No payment shall be made for any injury occurring during the first month of employment with any employer, except

where the injury is visual, or where medical evidence shows to the satisfaction of the employer or in the absence of agreement between the parties concerned, to the satisfaction of an independent medical practitioner jointly agreed by the parties, that the injury occurred while in the employ of that particular employer. This sub-clause shall not apply to employees resuming employment when required following a period of retrenchment.

- (e) No payment shall be made for any injury arising out of an incident where the injured employee is knowingly in breach of, or refuses to comply with any statutory regulation, Agreement provision, or any policy, procedure or instruction relating to safe working practices at the establishment concerned.
- (f) 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.
- (g) No payment shall be made in respect of any absence following a recurrence of injury arising out of employment with another employer.
- (h) No payment shall be made in respect of any period of other paid leave of absence.
- (i) Payment under this Agreement is limited to a maximum of thirty (30) weeks in any twelve (12) month period.
- (j) In the case of termination of employment by the employer, payment shall continue until the balance of the employee's current entitlement has expired.
- (k) Where there is a redemption of weekly compensation payments under the relevant State legislation the employer's liability to pay accident pay shall cease as from the date of such redemption.
- (l) Entitlement under this Agreement shall cease on the death of any employee.
- (m) In the event of any dispute arising out of the entitlement of any employee to payment of accident pay in accordance with the provisions of this Agreement the matter shall, if required by either party to this Agreement, be resolved in accordance with the dispute procedure set out in Clause 7.2.

3.4.3 Meal Allowance

(a) An employee required to work overtime for more than one and a half (1 1/2) hour, either prior to or following eight (9) ordinary hours actually worked, or in such combination that more than one and a half (1 1/2) hours of overtime is worked prior to and following eight (8) ordinary hours actually worked, shall be paid:

(i) From 1/12/06, \$ 9.46;

(ii) From 1/12/07, \$ 9.74;

(iii) From 1/12/08, \$10.03;

In addition to any overtime payment to which he or she may be entitled.

(b) Any employee who is notified he or she will be called on to work overtime for more than one and a half (1 1/2) hours and is not so worked shall be paid the meal money prescribed in part (a) hereof.

3.4.4 Superannuation

(a) The employer will nominate two superannuation funds as permissible under applicable legislation at the time (of which one will be the Employer's Superannuation Fund and one will be the Meat Industry Employee's Superannuation Fund). Each employee must join one fund.

The Employer will make superannuation contributions on behalf of Employees in accordance with this clause.

Upon commencement of employment the Employer will commence superannuation contributions for the Employee.

The Employer's contribution for employees engaged as regular Employees is the amount required pursuant to the Superannuation Guarantee (Administration) Act 1992.

The Employer's contribution for casual employees is the amount required by the Superannuation Guarantee (Administration) Act 1992 and Superannuation Guarantee Charge Act 1992.

All contributions will be forwarded monthly to the appropriate fund.

The Employer's contribution will not be paid in respect of any unpaid absence from work on any Employee.

Membership of a Superannuation Fund is a condition of employment.

(b) Salary Sacrifice

Where it is agreed between the employer and the employee that an employee wishes to have their pay salary sacrificed for additional Superannuation, the Employer will comply with the employee's request within two weeks. Details of any salary sacrifice arrangements shall be reflected on the employee's payslip.

Employees who elect to sacrifice a portion of their wages to a specified superannuation fund request the company make deductions from gross income. These arrangements shall be altered no more than twice a year by request.

In order to gain the benefit from making Superannuation contributions from gross earnings, salary sacrifice to Superannuation may be agreed between employee and employer and must legally fulfil SGAA and Australian Taxation Office(ATO) requirements.

Any salary sacrifice arrangements entered into between two parties shall

- Not disadvantage the employee or the Company in any way.
- Be effective only on the written authority of the employee.
- Be stopped immediately at the written request of the employee.
- Have a statement detailing the salary sacrifice provided to the employee in their weekly payslip.
- Not reduce or alter the employer's superannuation contribution calculation or obligation to pay Superannuation under SGAA or SGCA.
- Not reduce the employee's hourly all-purpose rate of pay for the purposes of Agreement entitlements (including accrued entitlements and the application of penalty rates).
- Immediately be reviewed in the event of any change to any relevant Act(s) of ATO rulings.

Where an employee elects to salary sacrifice, the employee may receive less actual pay than their classification rate specified in the agreement (ie the classification rate less the salary sacrifice amount).

4. PRODUCTION PROCESSES

4.1 TOOLS OF TRADE

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

- (a) Knives, equipped with a suitable guard of the type which prevents the hand from slipping on to the blade.
- (b) Scabbard or other sheath made of impervious and non-ferrous material capable of being made sterile with ease.
- (c) Steel, with a plastic ring of at least 5cm (two inches) diameter.

4.1.2 These tools shall remain the property of the employer.

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

4.1.4 Tradespeople initially shall supply their own tools and they or their replacements shall remain the property of the employee.

5. LEAVE PROVISIONS

5.1 ANNUAL LEAVE

5.1.1 Except as otherwise provided in this Agreement every employee, other than a casual employee, shall accrue Annual Leave of four (4) weeks on ordinary pay each 12 months of continuous service.

5.1.2 Annual Leave shall be given and taken in four (4) consecutive weeks, or, if the employee gives the Employer a written election to forgo one week of annual leave, and the employer authorises the employee to forgo the amount of annual leave, three (3) consecutive weeks' leave may be taken with the employee receiving the same total payment he or she would have received for four weeks' leave. Similarly, if the employee and employer agree, leave may be taken in two (2) separate periods.

5.1.3 If the employee and the employer so agree, Annual Leave or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the Annual Leave.

5.1.4 Annual Leave shall be given by the employer and is expected to be taken by the employee before the expiration of a period of six (6) months after the end of each 12 months of continuous service.

- 5.1.5 Except as otherwise provided in this clause, payment shall not be made by an employer to an employee in lieu of Annual Leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.
- 5.1.6 In circumstances where the employer requires an employee to take Annual Leave, the employer shall give each employee at least seven (7) days notice or less by mutual consent of the date from which this Annual Leave shall be taken.
- 5.1.7 (i) The employer shall pay each employee in advance before the commencement of Annual Leave, his ordinary pay for the Annual Leave Period.
- (ii) A loading of 17.5% shall be paid in addition to that amount.
- 5.1.8 Where the Annual Leave or any part thereof has been taken before the right to the Annual Leave has accrued, the right to take further Annual Leave shall not commence to accrue until the expiration of the period required for the Annual Leave or part taken in advance to accrue.
- 5.1.9 Where any public holidays as provided for under Clause 5.4 (Public Holidays) of this Agreement occurs during any period of Annual Leave taken by an employee under this clause, the period of the leave shall be increased by one day in respect of that holiday.
- 5.1.10 Where the employment of an employee who has become entitled to Annual Leave provided by this Agreement is terminated and the worker has not taken any part of that leave, the employer shall be deemed to have given the leave to the worker from the date of the termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining Annual Leave.
- 5.1.11 Where the employment of an employee who has become entitled to Annual Leave provided by this Agreement is terminated and the employee has taken part of that leave, the employer shall be deemed to have given the leave to the worker from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining Annual Leave.
- 5.1.12 This sub-clause applies with respect to every period of employment of an employee by an employer which is less than one year, such period being computed from the date of the commencement of the employment, or where the worker has during the employment become entitled to any Annual Leave

or holidays under the last preceding clause, computed from the date on which he or she became entitled to that Annual Leave or to the last Annual Leave, as the case may be:

- (a) Where the employment of any employee is terminated at the end of a period of employment to which this sub-clause applied, the employer shall forthwith pay to the worker, in addition to all other amounts due to him or her, an amount equal to four forty-eighths of his ordinary pay for that period of employment.
- (b) Where the employment referred to in paragraph (a) hereof is terminated by the employer, an additional loading of 17.5% of the amount referred to in paragraph (a) of this sub-clause shall be paid.

5.1.13 Where the Annual Leave has been taken in advance by an employee pursuant to clause 5.1.3 hereof, and the sum paid by the employer to the worker as ordinary pay for the Annual Leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under sub-clause 5.1.12, the employer shall not be liable to make any payment to the employee under sub-clause 5.1.12 of this clause, and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

5.1.14 Where an employer 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 workers concerned or a majority of them he or she may give in writing to such employees one (1) month's 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 sub-clause; and thereupon -

- (a) any such employee who, at the date of closing is entitled to his or her Annual Leave shall be given the Annual Leave commencing as on and from the date of closing and, in addition, shall be paid four forty-eighths of ordinary pay for any period of employment after the accrual of his right to Annual Leave and up to but excluding the date of closing.
- (b) any such employee who at the date of closing is not entitled to Annual Leave shall be given leave without pay as on and from the date of closing and shall be paid four forty-eighths of his or her ordinary pay for the period of his or her employment from the commencement thereof or the accrual of the last leave (whichever is the later) and up to but excluding the date of closing, together with payment for any Public Holidays as provided for under Clause 5.4

(Public Holidays) of this Agreement which occur during such leave for which he or she is entitled to payment, and

- (c) the next twelve (12) monthly qualifying period of employment for every such worker shall commence as on and from the date of closing.
- (d) In this sub-clause "date of closing" in relation to each employee means the first day of Annual Leave or Leave pursuant to this sub-clause.

5.1.15 Definitions

(a) Ordinary Pay

In relation to any worker means remuneration for the worker's normal weekly number of hours of work as prescribed in clauses 2.4(Hours of Work), and clause 2.7(Shift Work) hereof calculated at the ordinary time rate of pay plus the average of any additional earnings received by the employee for work performed during the same hours, other than payments specifically excluded by the provisions of this Agreement. For the purposes of this clause, shiftwork loadings are included for the calculation of ordinary pay.

(b) Continuous Service

For the purposes of this clause 5, service shall be deemed to be continuous notwithstanding:

- (i) any Annual Leave or Long Service Leave taken within that year.
- (ii) any interruption or ending of the employment if such interruption or ending is made with the intention of avoiding obligations in respect of Annual Leave or Long Service Leave.
- (iii) any absence from work on account of sickness or accident which is authorised within the meaning of the Workplace Relations Act 1996.
- (iv) any absence on account of leave (other than Annual Leave or Long Service Leave) granted, imposed or agreed to by the employer.
- (v) any absence which is authorised within the meaning of the Workplace Relations Act 1996 on any other account not involving termination of employment.

In calculating a year of employment all periods of leave and absences which are authorised within the meaning of the Workplace Relations Act 1996 shall be counted as part of

the year of employment but in respect of other absences they shall not be counted.

5.2 PERSONAL LEAVE

5.2.1 Entitlement

An employee other than a casual who is absent from his or her work on account of personal illness or on account of injury by accident ("sick leave") or on account of the illness or injury of a member of the employee's immediate family or household ("carer's leave"), shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

- (a) he or she shall not be entitled to be paid leave of absence for any period in respect of which he or she is entitled to workers' compensation under the relevant State legislation;
- (b) he or she shall within one hour of the commencement of such absence, or as soon as practicable thereafter, 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 duration of absence the employee is unable to attend for duty, he/she shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence;
- (c) an employee shall be required to produce a medical certificate or other reasonable proof of illness or injury to the employer for any period of absence of two days or more in any year of service to be entitled to payment for such absence;
- (d) he or she shall prove to the satisfaction of his or her employer (or in the event of a dispute, the matter shall be dealt with in accordance with Clause 7.2 (Settlement of Disputes) that he or she was unable, on account of his or her illness or injury, or the illness or injury of a member of his or her immediate family or household, to attend for duty on the day or days for which leave is claimed.

5.2.2 Rate of Personal Leave Pay

Any employee eligible for personal leave shall accrue paid personal leave at the rate of 6.15 hours for each completed four week period of continuous service. Payment shall be made at the rate the employee would reasonably have

expected to be paid by the employer if the employee had worked during a period of personal leave.

5.2.3 New Rates To Apply Prospectively

These rates shall apply to sick leave accrued or taken after the commencement of the operation of this Agreement. Sick leave accrued prior to the commencement of this Agreement shall be paid at the rates applicable at the time it was accrued.

5.2.4 The minimum payment of sick leave shall be one (1) day unless payment is being made as provided in sub-clause 5.2.6 hereof.

5.2.5 If the full period of sick leave as prescribed above is not taken, such portion that is not taken shall, provided the employee remains in the service of the employer, be cumulative.

5.2.6 The employer may, by agreement with any employee, pay such employee for the portion of sick leave so accrued, or should the employee accrue in excess of 160 hours sick leave, that additional accrual shall be paid to the employee at the 30th June each year or any other day determined by the Consultative Committee.

5.2.7 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.

5.3 LONG SERVICE LEAVE

5.3.1 All employees, other than casuals, shall be entitled to Long Service Leave on ordinary pay in respect to continuous employment.

5.3.2 The amount of such entitlement shall be:

(i) On the completion by the employee of fifteen (15) years continuous employment with his or her employer, thirteen (13) weeks Long Service Leave and thereafter an additional four and a third weeks Long Service Leave on completion of each additional five (5) years of continuous employment with such employer.

(ii) In addition, in the case of an employee who has completed more than fifteen (15) years continuous employment with his or her employer and whose employment is terminated otherwise than by the death of the worker, an amount of Long Service Leave equal to one-sixtieth of the period of his or her

continuous employment since the last accrual of entitlement to Long Service Leave under paragraph (i) of this sub-clause.

(iii) In the case of an employee who has completed at least five (5) but less than seven and one half (7.5) years of continuous employment with the employer, and whose employment is terminated by the employer for any cause, other than violence against a staff member or on account of permanent incapacity arising out of an injury which has occurred in the relevant legislation or by the permanent retirement of the employee on account of age or on account of genuine illness for which a medical certificate shall be provided by the employee to the employer, such amount of Long Service Leave as equals one-sixtieth of the period of his or her continuous employment.

(iv) In the case of an employee who has completed at least seven and one half (7.5) years of continuous employment with his or her employer and whose employment is terminated for any cause, such amount of Long Service Leave as equals one-sixtieth of the period of his or her continuous employment.

- 5.3.3 If an employee who is entitled to any amount of Long Service Leave dies before or while taking Long Service Leave the employer shall pay to his or her personal representative a sum equal to the amount of ordinary pay that would have been payable to the employee in respect of the period of Long Service Leave not taken by the employee less any amount already paid to the employee in respect of any such leave not taken.
- 5.3.4 When an employee who has completed more than fifteen (15) years continuous employment with an employer dies while still in the continuous employment of such employer his or her employer in addition to any sum payable under sub-clause 5.3.3, shall thereupon pay to this personal representative in respect of any period (hereinafter called the fractional period) of that continuous employment which is after the last accrual of entitlement to Long Service Leave under sub-clause 5.3.2(i) hereof, a sum equal to the amount of his or her ordinary pay for the period equalling one-sixtieth of such fractional period.
- 5.3.5 Where an employee who has completed at least five (5) years but less than fifteen (15) years of continuous service with an employer dies while still in the employment of such employer, his or her employer shall thereupon pay to his or her personal representative a sum equal to the amount of

his or her ordinary pay for a period equalling one-sixtieth of the period of his or her continuous employment.

5.3.6 Except as provided in clause 5.3.5, payment shall not be made by an employer to an employee or his or her personal representative in lieu of any Long Service Leave or part thereof to which the employee is entitled under this clause nor shall any such payment be accepted by any employee or his or her personal representative.

5.3.7 Notwithstanding anything in sub-clauses 5.3.1 and 5.3.2 hereof, for the purpose of determining:

- (i) the amount of Long Service Leave or pay in lieu thereof to which an employee or an employee's personal representative is entitled in respect of a period of employment beginning before the commencement of the Victorian Labour and Industry (Long Service Leave) Act 1964 and ending after the said commencement; or
- (ii) whether or not an employee is entitled pursuant to paragraph (a) subsection (2) of s.67 of the Industrial Relations Act 1979 to Long Service Leave in respect of a period of employment so beginning and ending;

so much of that period of employment as was completed before the said commencement shall be reduced by one quarter.

5.3.8 When an employee becomes entitled to Long Service Leave under this clause such leave shall be granted by the employer as soon as practicable having regard to the needs of his or her establishment, provided that:

- (i) the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement the matter shall be dealt with in accordance with Clause 7.3 (Settlement of Disputes);
- (ii) in no case shall any entitlements to Long Service Leave be lost or in any way affected by the foregoing provisions of this sub-clause or by failure or refusal of the employer to grant this leave.

5.3.9 Notwithstanding anything in 5.3.8 hereof, where the employment of an employee is for any reason terminated before he or she takes any Long Service Leave to which he or she is entitled or where any Long Service Leave accrues to an employee because of the termination of his or her employment, the employee shall be deemed to have commenced to take this leave on the date of such termination of employment and he or she shall be entitled to be paid by

his or her employer ordinary pay in respect of such leave accordingly.

5.3.10 If an employer and an employee so agree:

- (i) the first thirteen (13) weeks Long Service Leave to which the employee becomes entitled may be taken in two (2) or three (3) separate periods; and
- (ii) any subsequent period of Long Service Leave to which the employee becomes entitled may be taken in two (2) separate periods;

but save as aforesaid, Long Service Leave shall be taken in one (1) period.

5.3.11 The ordinary pay of an employee on Long Service Leave shall be paid to him or her by the employer when the leave is taken and shall be paid in one of the following ways:

- (i) in full when the employee commences his or her leave; or
- (ii) at the same time as it would have been paid if any employee was still on duty, in which case, payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
- (iii) in any other way agreed between the employer and the employee;

and the right to receive ordinary pay in respect of such leave shall accrue accordingly.

5.3.12 Where any holidays as provided under Clause 5.4 (Public Holidays) of this Agreement for which the employee is entitled to payment occurs during any period of Long Service Leave taken by the employee under this clause, the period of the leave shall be increased by one day in respect of that holiday.

5.3.13 Any dispute as to:

- (i) whether or when an employee or an employee's personal representative is or has become entitled to Long Service Leave or payment in lieu thereof; or
- (ii) the rate of ordinary pay of an employee for the purposes of this clause;

shall be determined in accordance with Clause 8.3 (Settlement of Disputes).

5.3.14 Ordinary Pay

Ordinary pay in relation to any employee means remuneration for the employee's normal weekly number of hours of work, as prescribed in clause 2.4(Hours of Work) and clause 2.7(Shift Work) of this Agreement calculated at the ordinary time rate of pay; plus the average based on the previous 250 actual days worked by the employee divided by 50, of any additional earnings received by the employee for work performed within those same hours; other than payments specifically excluded by the provisions of this Agreement. For the purposes of this clause, shiftwork loadings are included in the calculations of ordinary pay.

5.3.15 Where a business is, whether before or after the commencement of this Agreement, transmitted from an employer (in this paragraph called the transmitter) to another employer (in this paragraph called the transmittee) and an employee who at the time of such transaction was an employee of the transmitter in that business becomes and employee of the transmittee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be employment of the employee with the transmittee.

5.3.16 Where the employment of an employee apprenticed to an employer has, whether before or after the commencement of the Victorian (Long Service Leave) Act 1964 been continued by that employer of the apprentice, the period of the apprenticeship shall be counted as part of the period of continuous employment of that employee with that employer.

5.3.17 Any period of service as member of the Naval, Military or Air Force (other than a member of the Permanent Forces) of the Commonwealth of Australia shall be deemed to be employed with the employer by whom the employee concerned was last employed before he or she commenced to serve as such a member.

5.3.18 The continuous employment by an employer of an employee who was employed by him or her at the commencement of the Victorian Labour and Industry (Long Service Leave) Act 1964 shall for the purpose of this Clause commence at the actual date (before the commencement of the Victorian Labour and Industry (Long Service Leave) Act 1964 of such employment, provided that in computing entitlement to Long Service Leave:

- (i) any continuous employment before the commencement of the Victorian Factories and Shops (Long Service Leave) Act 1953 to the extent to which it is in excess of twenty (20) years shall be disregarded.
- (ii) any Long Service Leave (or payments in lieu thereof) granted to the employee in respect of any period of employment which is under this sub-clause taken into account in computing employee's entitlement to Long Service Leave under the clause shall be taken into account and be deemed to have been leave taken under this clause.

5.3.19 No employee shall during any period when he or she is on Long Service Leave engage in any employment for hire or reward.

5.3.20 No person shall knowingly employ any employee for hire or reward during any period when such worker is on Long Service Leave.

5.3.21 Any amount due and owing by an employer to an employee or his or her personal representative under this clause shall remain due and owing until paid.

5.3.22 For the purpose of this clause employment (whenever commencing) shall be deemed to be continuous notwithstanding:

- (i) the taking of any Annual Leave or Long Service Leave;
- (ii) any absence from work of not more than forty eight (48) weeks in any year on account of illness or injury;
- (iii) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligation in respect of Long Service Leave or Annual Leave;
- (iv) any interruption arising directly or indirectly from an industrial dispute;
- (v) the dismissal of an employee if he or she is re-employed within a period not exceeding two (2) months from the date of such dismissal;
- (vi) the standing down or dismissal of an employee on account of slackness of trade (and for no other reason) provided the employee is re-employed within twelve (12) months of such dismissal;
- (vii) the absence, not exceeding twelve (12) months, associated with the taking of parental leave pursuant to Clause 5.6 (Parental Leave);

(viii) any other absence of the employee by leave of the employer.

In calculating the period of continuous employment of any employee any interruption or absence of a kind mentioned in paragraphs (i) to (iii) above shall be counted as part of the period of his or her employment but any interruption or absence of a kind mentioned in paragraph (iv) to (viii) above shall not be counted as part of the period of employment.

5.4 PUBLIC HOLIDAYS

- 5.4.1 Subject to the conditions and limitations of subclause (b) hereof, all employees except casual employees shall be entitled to the Agreement holidays hereinafter mentioned, viz. Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Melbourne Cup Day and Challenge Picnic Day. But if any other day be by Act of Parliament or Proclamation substituted for any of the abovementioned holidays, all employees shall be entitled to such day in lieu of the holiday for which it was substituted.
- 5.4.2 Challenge Picnic Day means the third Wednesday in January of any year. The union and employer agree to cooperate in any proposal to change that date provided that any change is mutually acceptable to both employees and employer and is common to the industry in Victoria.
- 5.4.3 An employee shall not be entitled to payment for any such holiday or holidays if the employee is absent from his or her employment on any part of the working day before or the working day after such holiday or holidays except where such absence is by the consent of the employer or on account of Annual Leave, workers' compensation under the relevant State legislation, Compassionate Leave or Personal Leave. A doctor's certificate or statutory declaration provided by the employee if required by the employer shall be proof of the need for personal leave. Provided that:
- (i) where consecutive holidays occur the employee shall be entitled to payment for one of those days if he or she is otherwise absent on either the working day before or the working day after such holiday.
 - (ii) if the employee is dismissed by the employer through no fault of the employee on the working day before the holiday or holidays he or she shall qualify for payment for such holiday or holidays.
 - (iii) if an employee is dismissed through no fault of his or her own within fourteen (14) days before any of

the holidays abovementioned and is re-engaged within fourteen (14) days after any of the holidays abovementioned he or she shall be deemed to have been dismissed for the purpose of evading payment for such holidays and payment so evaded shall be due and payable to the employee.

5.4.4 Workers shall receive payment for the holidays prescribed in sub-clause 5.4.1 hereof at the ordinary rates of pay.

5.5 COMPASSIONATE LEAVE

5.5.1 An employee, other than a casual, shall, on the death of a member of the employee's immediate family or household, be entitled on notice to leave up to and including the day of the funeral of such relations, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days' work. An employee will also be entitled to up to two days' paid compassionate leave for the purposes of spending time with a member of the employee's immediate family or household who sustains a personal illness or injury that poses a threat to his or her life.

5.5.2 Proof of such death or serious personal illness or injury of a member of the employee's immediate family or household shall be furnished by the employee to the satisfaction of his or her employer.

5.5.3 For the purposes of this clause, "member of immediate family" means a spouse, child, parent, grandparent, grandchild or sibling of the employee or of a spouse of the employee (where a child includes an adopted child, a stepchild, an ex-nuptial child and an adult child, and a spouse includes a former spouse, de facto spouse and former de facto spouse).

5.6 PARENTAL LEAVE

5.6.1 Entitlement

Subject to this clause and in accordance with the Workplace Relations Act 1996, employees with a minimum of 52 weeks' continuous employment prior to taking leave pursuant to this clause are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

5.6.2 Maternity Leave

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

5.6.3 Paternity Leave

A male employee shall, on the production of a medical certificate naming his spouse (including de factor spouse), confirming her pregnancy and expected date of confinement or date of birth, be entitled to 52 weeks unpaid paternity leave up to the child's first birthday. Such leave may be taken as a period of one week during and immediately following the birth and a further period of 51 weeks.

5.6.4 Adoption

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

5.6.5 Job Guarantee

- (a) The employer shall not terminate the employment of an employee on the grounds of pregnancy or absence on maternity, paternity or adoption leave but otherwise the rights of the employer in relation to termination of employment are not hereby affected.
- (b) An employee returning to employment following an absence authorised by this clause shall be entitled to return to the position which he or she held immediately before taking such leave provided only that the position still exists, or otherwise to another position which is available and for which the employee is qualified.

5.6.6 Continuity of Employment

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

5.6.7 Sick Leave

If a pregnancy is terminated other than by the birth of a living child the employee may be entitled to maternity leave depending on the date of the termination but otherwise shall be entitled to either such period of paid sick leave to which she is entitled or such period of unpaid leave as a registered medical practitioner certifies as necessary before her return to work.

5.7 SPECIAL LEAVE

- 5.7.1 An employee who has completed at least five (5) years' continuous employment with his or her employer and who proves to the employer's satisfaction the necessity to return to his or her country of origin may be granted a maximum of three (3) months' unpaid leave of absence.
- 5.7.2 An employee who fails to resume work at the expiration of his or her agreed period of leave of absence shall be deemed to have abandoned his or her employment and his or her employment shall terminate forthwith.
- 5.7.3 For the purpose of this clause his or her employment shall be deemed to be continuous in accordance with Clause 5.3.22 (Long Service Leave).

5.8 JURY SERVICE

- 5.8.1 If any employee, other than a casual employee, is required to attend on any day at Court in compliance with a summons to appear as a juror he or she shall, for each day on which he or she so attends, be granted leave by the employer for that day.
- 5.8.2 Such employee shall be paid an amount equal to the difference between the fee to which he or she is entitled for attending on such day and, in the case of time workers and piece-workers the rate prescribed in Clause 3 (Pay Rates) for the classification in which he or she is employed.

5.9 WORK ON EVE DAYS

- 5.9.1 On Christmas Eve and Good Friday Eve, employees shall work for 5 hours including the normal tea break.
- 5.9.2 On the above days, no employee is to cease work without permission of the employer or his or her representative.

5.10 RESUMING AFTER AN ABSENCE

- 5.10.1 Employees absent from work for any reason whatsoever except Annual Leave, Long Service Leave, Compassionate Leave or Special Leave, shall contact the employment officer or the person nominated by the employer by midday on the working day prior to resuming and make the necessary arrangements to resume work.
- 5.10.2 Should any employee present himself or herself for work after an absence without first making the necessary arrangements to resume work, the employer shall not be obliged to employ him or her on that particular day.

6.1 TIME AND WAGES RECORDS

6.1.1 Except where mechanical recording devices are used for the purpose of recording starting and finishing times, an employer shall provide a time book or time sheet in which he or she shall cause to be entered each day's starting and finishing times, each day's hours of work of each employee (including overtime if any) and the wages received each week.

Such entries shall at least once a week be vouched for by the signature of the employee or his or her representative.

6.1.2 Time books, time sheets and other records kept in compliance with this clause shall be kept for at least seven years after they have been completed.

7. CONSULTATIVE ARRANGEMENTS

7.1.1 There shall be a Consultative Committee established at the plant.

7.1.2 This Committee shall consist of Employer and Employee representatives.

7.1.3 This Committee shall meet on a regular basis to consider any issues relating to the operation of this Agreement.

7.2 SETTLEMENT OF DISPUTES

7.2.1 The purpose of this clause is to set out a procedure to settle disputes between an employee or employees whose employment is subject to this Agreement and the employer about matters arising under this Agreement.

7.2.2 Work shall continue throughout all stages of the dispute.

7.2.3 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

7.2.4 In the event of a dispute, the employee concerned, or, if the employee has chosen to be represented, their chosen representative, will meet and confer with the senior supervisor of the department. Failing a settlement the employee, or if they have chosen to be represented, the employee's representative, and the department supervisor shall notify the works management and shall negotiate to resolve the dispute.

7.2.5 Failing a settlement of the dispute the employee may notify the union and the works management may notify its employer organisations. The works management, the works departmental representatives, the employee, and, if the employee has chosen to be represented by the union, the representatives

of the union, or otherwise the employee's chosen representative, and the appropriate employer organisation may then meet with a view to settling the dispute.

- 7.2.6 If agreement still cannot be reached, the matter shall be referred to the Commission for determination by conciliation and, if necessary, by arbitration. The parties agree that they will accept the jurisdiction and decision of the Commission.
- 7.2.7 Both parties reserve the right to notify the Commission should the above provisions not be carried out.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1 OPERATION OF OCCUPATIONAL HEALTH AND SAFETY ACT, CODES OF PRACTICE AND REGULATIONS

- 8.1.1 The Occupational Health and Safety Act 2004 (Vic) including all Codes of Practice and Regulations made under the Act shall apply to all workplaces covered by this Agreement.
- 8.1.2 Notwithstanding either sub-clause 8.1.1 or any changes to the legislation specified therein, the employer agrees to maintain the standards and obligations existing under the Occupational Health and Safety Act 2004 (Vic) at the commencement of this Agreement for the term of this Agreement.
- 8.1.3 In the event that changes to occupational health and safety practices are deemed necessary by either party the issue shall be referred to the Consultative Committee.

8.2 REST PERIODS

- 8.2.1 All employees, except shift employees, shall be allowed a fifteen (15) minute rest break between 9.00a.m. and 10.00a.m. and a fifteen (15) minute rest break between 3.00p.m. and 4.00p.m., provided that if mutually agreed, such rest breaks may be varied to a twenty (20) minute period between 9.00a.m. and 10.00a.m. and a ten (10) minute period between 3.00p.m. and 4.00p.m.
- 8.2.2 Shift workers shall be allowed a fifteen (15) minute rest break during the first three hours of their work period and a further fifteen (15) minute rest break during the last three hours of their work period.

8.3 PROTECTIVE CLOTHING

- 8.3.1 The employer shall provide all employees with clean outer clothing, and clean head covering and in accordance with job requirements waterproof boots for labourers and safety boots for drivers and store persons.

8.3.2 The clothing shall be provided daily, free of charge prior to the commencement of work and shall be returned by the employee after work has concluded for the day.

8.3.3 The clothing remains the property of the employer and the employee shall take special care of the clothing.

8.4 FIRST-AID

8.4.1 The employer shall provide a Medical Centre or First Aid Room in accordance with the Code of Practice (First Aid in the Workplace) made pursuant to the Occupational Health and Safety Act 2004.

8.4.2 Such Medical Centre or First Aid Room shall be staffed by a Level 2 First Aid Officer or equivalent.

8.4.3 In the case of work outside normal hours or shift work the appropriate First Aid Officer will be available when the Medical Centre is closed.

8.4.4 First aid kits will be available in each distinct work area in accordance with the above Code of Practice, including first aid kits with burns modules in the rendering room.

9. TRAINING

9.1 PROCESS FOR DEVELOPMENT OF TRAINING

9.1.1 Consistent with the objectives set out in Clause 1.4 employees shall be given access to and participate in training programmes which shall be directly relevant to the needs of both the employer and employees and which shall be established and delivered in accordance with procedures agreed by the Consultative Committee. All training shall be consistent with any industry wide standard currently being developed through MINTRAC.

9.1.2 In establishing and delivering training the following principles shall be adhered to:

(i) training will be predominantly delivered on the company-premises including on-the-job, but when necessary off the job training will be provided;

(ii) if the training is performed by employees covered by this Agreement they will not be required to perform their normal functions while so doing and shall receive additional remuneration as outlined in Clause 3.3 for performing this function.

(iii) levels of competency will be assessed by qualified assessors.

- (iv) all employees will be given equal access to appropriate training programs relevant to the job needs;

9.2 INDUCTION TRAINING

9.2.1 All new employees (other than those with recognised industry experience) shall complete a meat industry induction program as agreed by the parties.

9.2.2 Induction training shall be delivered on the job.

9.2.3 Employees shall be trained as induction trainers and shall be involved in the delivery of all aspects of induction training regarding the features of this Agreement and occupational health and safety.

10. SIGNATORIES