



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Diamond Valley Pork Pty Ltd
(AG2013/1693)

ENTERPRISE AGREEMENT DIAMOND VALLEY PORK PTY LTD MEAT PROCESSING

Meat Industry

SENIOR DEPUTY PRESIDENT HARRISON

SYDNEY, 17 JULY 2013

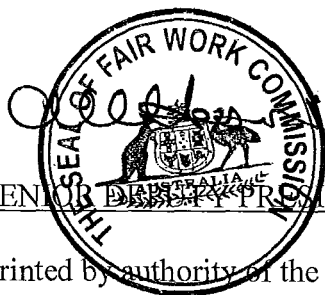
Application for approval of the Enterprise Agreement Diamond Valley Pork Pty Ltd Meat Processing.

[1] An application has been made for approval of an enterprise agreement known as the *Enterprise Agreement Diamond Valley Pork Pty Ltd Meat Processing* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved. In accordance with s.54(1) it will operate from 24 July 2013. The nominal expiry date of the Agreement is 8 June 2017.



SENIOR DEPUTY PRESIDENT

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Enterprise Agreement

Diamond Valley Pork Pty Ltd

Meat Processing

2013

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PART A: APPLICATION AND OPERATION

1. Parties

- 1.1. Diamond Valley Pork Pty Ltd (ABN 17 095 045 695) of 13-15 Thomas Rd, Laverton North, VIC 3026 (Company).
- 1.2. Employees whose remuneration and conditions of employment are determined by this Agreement, whether a member of a Union or not (Employees).
- 1.3. The Victorian branch of the Australasian Meat Industry Employee's Union (AMIEU) (subject to S.201 of the Fair Work Act).

2. Scope

- 2.1. This Agreement shall operate to encompass all terms and conditions of employment and shall operate to the exclusion of any and all other agreements and / or awards.
- 2.2. The NES and this Agreement contain the minimum conditions for employees covered by this Agreement.
- 2.3. The conditions of employment contained in this Agreement shall be read in conjunction with the Company's Policy and Procedures as amended or varied from time to time, provided that:
 - a) the Policies and Procedures will not reduce the substantive entitlements contained in this Agreement; and
 - b) the Policies and Procedures do not form part of this Agreement; and
 - c) to the extent that the Policies and Procedures impose obligations on the Company, those obligations are guidelines only and are not to be relied on by the Employee.
- 2.4. Copies of this Agreement will be made accessible to the parties covered by this Agreement.

3. Period of Operation

- 3.1. The Agreement comes into operation upon approval from Fair Work Australia.
- 3.2. The Agreement will remain in operation for a period of 4 years or until replaced by another agreement or terminated in accordance with the Act.
- 3.3. The nominal expiry date of this agreement is 8th June 2017.

4. Definitions

Act means the Fair Work Act 2009.

Overtime Hours are defined as all time worked by the Employee outside the Ordinary Hours of work on any day or shift.

Agreement is defined as the Agreement entered into between Employees and the Company.

Commencement Date is defined as the date of lodgement with Fair Work Australia in accordance with the Fair Work Act 2009 (the **Act**) or as otherwise agreed between the Parties.

Company refers to Diamond Valley Pork Pty Ltd.

Employees refers to those whose remuneration and conditions of employment are determined by this Agreement.

Immediate family means the following members of the Employee's family:

a spouse, child, parent, parents-in-law, grandparent, grandchild or sibling of the Employee;

a child, parent, grandparent, grandchild or sibling of a spouse of the Employee.

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

De facto spouse means a person who lives with the Employee as the Employee's partner on a genuine domestic basis although not legally married to the Employee.

Child includes an adopted child, a stepchild, an ex-nuptial child or an adult child.

NES means the National Employment Standards as specified in Division 2 of the Fair Work Act 2009

Ordinary Hourly Rate is defined as the rates specified in Schedule 1.

Parties are defined as the Company and Employees identified in this Agreement.

Registered health practitioner means a health practitioner registered, or licensed, as a health practitioner (or as a health practitioner of a particular type) under the law.

PART B: CONTRACT OF EMPLOYMENT

5. Hours of Work

5.1 Full time Employment

- a) The Employee is engaged by the week and paid as such.
- b) The Employee's ordinary hours of work shall be 38 hours per week. The Employee will accrue leave.

5.2 Additional full time permanent appointments

- a) The Company will appoint an additional 12 full time permanent positions as soon as practicable after the Agreement is signed.
- b) Where practicable and dependent on business conditions and requirements at the time the Company will appoint a further 18 full time permanent positions throughout the life of the Agreement. This being six positions every twelve months as soon as practicable following the anniversary date of the agreement from 8th June 2014).

5.3 Part Time Employment

- a) A Part Time Weekly Hire Employee is engaged by the week to work on a regular basis less than the Ordinary Hours of Work and on a specified minimum number of days each week.
- b) The Employee will accrue leave on a pro-rata basis.
- c) The Employee will be provided with a minimum of four hours work or be paid for a minimum of four hours on any day they are required to work.

5.4 Casual Employment

- a) The Employee is engaged by the hour and paid as such.
- b) The Employee will receive a 23% loading on the Ordinary Hourly Rate for Ordinary Hours worked on any day Monday to Friday. Any additional time worked will be paid at the base rate of pay plus a 50% loading for the first three hours and the Ordinary Hourly Rate of pay plus 100% loading thereafter.
- c) The Employee will be provided with a minimum of four hours work or be paid for a minimum of four hours on any day they are required to work. By agreement with the Employee, a casual may work and be paid for a period of less than four hours on any one day.
- d) The loading specified in this Clause is paid in lieu of public holidays not worked and all paid leave and to compensate for the nature of casual employment.

PART B: CONTRACT OF EMPLOYMENT

5.5 Shift Work

- a) The Ordinary Hours of afternoon shift will be worked between the span of 1.00 pm and midnight and shall be arranged by the Company to meet business requirements. A shift allowance of 15% will be payable whilst on such shift.
- b) The Ordinary Hours of night shift will be worked between the span of 11.00pm and 7.00am and shall be arranged by the Company to meet business requirements. A shift allowance of 25% will be payable whilst on such shift.

5.6 General Provisions

- a) All Full Time Employees will be entitled to a full days pay for each day worked providing Employees are ready, willing and available to perform the work that the Company makes available during Ordinary Hours.
- b) Ordinary Hours may be rostered on any day of the week Monday to Friday inclusive. The Employee may be required to alternate between day work and shift work on 24 hours notice.
- c) The Ordinary Hours of day work will be worked between the span of 5.00 am and 7.00 pm and shall be arranged by the Company to meet business requirements.
- d) The Company will advise employees of production days to be worked and start and finish times. The finish time may vary on a daily basis depending on production requirements.
- e) If the Employee is not attending to or not performing their duty, except where otherwise expressly provided for in this Agreement, they will lose their pay for the actual time of such non-attendance or non-performance.
- f) Notwithstanding anything elsewhere contained in this Agreement, the Company shall have the right to deduct payment for any day or part of a day on which an Employee cannot be usefully employed including, but not limited to, a shortage of stock. Employees will have the option of utilising Personal or Annual Leave or a day off without pay.

6. Rest Breaks

- 6.1 The Employee is entitled to take an unpaid meal break of thirty minutes duration each working day or shift. The duration of the meal break may be altered by mutual agreement between the Employee and the Company provided that the meal break is no less than thirty minutes.
- 6.2 The Employee shall be granted a morning tea break of thirty minutes, provided fifteen minutes of the morning tea break will be paid and counted as part of the ordinary hours of work.
- 6.3 The Employee shall not be called upon to work more than five hours without a break for a meal.
- 6.4 If an interruption of work for any cause occurs within thirty minutes of the scheduled commencement of a rest break, the Company may direct that the break be taken forthwith. No additional payments will be made in the case of a delay in taking a rest break.
- 6.5 An employee shall not be entitled to a paid rest break unless the employee is required to work at least a minimum of five hours on any particular day.

7. Overtime

- 7.1 The Company may require Employees to work reasonable Overtime.
- 7.2 All time worked by Employees outside the Ordinary Hours of work on any day or shift shall be deemed to be Overtime.
- 7.3 Overtime shall be paid at time and a half for the first three hours and double time thereafter.
- 7.4 Where work is required to be performed on a Saturday the Employee will be provided with a minimum of four hours work or be paid for a minimum of four hours. Overtime shall be paid at time and a half for the first three hours and double time thereafter.
- 7.5 Where work is required to be performed on a Sunday the Employee will be provided with a minimum of four hours work or be paid for a minimum of four hours. Overtime shall be paid at double time.

8. Extra Hours

All extra hours performed outside of the normal classification Grade shall be at the rate of Grade C, paid at time and a half for the first three hours and double time thereafter. Employees employed at a Grade lower than Grade C, will receive their classification rate of pay.

9. Qualifying Period

New Employees (other than casuals) are appointed initially for a qualifying period of six months. If during this period the Employee's performance is not satisfactory or no further work is available, employment may be terminated on the basis of one week's notice or pay in lieu of notice.

10. False or Misleading Statements

It is the responsibility of the Employee to provide accurate information to the Company. Any false or misleading statements made in employment and / or pre-employment documents including, but not limited to application forms, medical examination forms and resumes may result in disciplinary action including dismissal.

11. Previous Injuries and Illnesses

In accordance with s.82 (subsections 7 and 8) of the Accident Compensation Act, 1985 (VIC), if an Employee is injured in the workplace, and did not disclose any previous injuries or illnesses that may have prevented them from carrying out the inherent requirements of their position, they may be ineligible for workers compensation if the injury / illness is aggravated, accelerated, exacerbated, deteriorates or recurs as a result of work that the Employee knew may have such an impact.

12. Termination and Resignation

- 12.1 Either Party may terminate employment at any time by giving the other Party the required period of notice specified below. The Company may choose to make payment in lieu of notice. If the Employee fails to give the required notice the Employee may be required to pay the Company an amount equal to the wages payable for the amount of notice not given.
- 12.2 Nothing in this Agreement affects the Company's right to dismiss an Employee without notice for serious misconduct and an Employee so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.
- 12.3 The period of notice of termination required to be given by either the Company or the Employee (other than a casual) is as follows:

Employee's period of continuous service	Required Notice
Not more than 1 year	1 week
More than 1 year but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 12.4 The Employee shall be entitled to an additional week of notice if the Employee is over 45 years of age and has more than two years service.

13. Disciplinary Procedure

In any case where performance is deemed unsatisfactory, the following procedure shall apply:

- a) The employee shall be verbally counselled as to the unsatisfactory performance
- b) Should there be further unsatisfactory performance a formal notice shall be issued
- c) If any further unsatisfactory behaviour continues, a final warning shall be issued clearly stating that the next step is termination
- d) Nothing in this procedure shall effect the right of the Company to give a final warning at any stage where deemed appropriate or to dismiss an employee with notice or without notice
- e) As a result of an investigation, the disciplinary procedure may include arrangements for the suspension of employees without pay.

14. Severance Pay

- 14.1 An Employee (other than casuals) shall be entitled to severance pay where the employment is terminated due to redundancy after the Employee has completed a minimum of twelve months' continuous service, in accordance with the table below.

Employee's period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

- 14.2 Weeks' pay means the Ordinary Rate of Pay for the week.
- 14.3 The Company shall not be obliged to make a severance payment if the Company obtains an offer of suitable alternative employment for the Employee.

15. Transmission of business

- 15.1 Severance pay is not applicable where the business or part of the business is transmitted from the Company (in this subclause called the transmittor) to another Company (in this subclause called the transmittee) where:
- a) the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
 - b) the Employee rejects an offer of employment with the transmittee:
 - i. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmittor; and

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

16. Abandonment of Employment

- 16.1 An Employee who has been absent for a period of three working days, without the consent of the Company, and during such time has not established to the satisfaction of the Company that the absence was for a reasonable cause, will be deemed to have abandoned their employment.
- 16.2 The Company will make reasonable effort to contact the employee before the employment is deemed to be terminated.
- 16.3 Termination in such circumstances will operate as from the date of last attendance at work or the last day's absence in respect of which consent was granted.

17. Responsibilities of the Employee

- 17.1 The Employee is required to:
 - a) Comply with the Company's policies, practices and procedures (including hygiene and quality assurance and maintenance of tools) as varied from time to time.
 - b) Report to the Company immediately any breach or suspected breach of a policy, practice or procedure, or any act of misconduct of which the Employee becomes aware.
 - c) Not smoke tobacco on site other than in designated smoking areas.
 - d) Not take or possess alcohol or illegal drugs while at work. The Employee must inform the Company, prior to commencing work, if they are under the influence of drugs (prescribed or un-prescribed), alcohol, or any other substance which may affect their ability to work. The parties are committed to developing a Drug and Alcohol Policy during the life of the Agreement.
 - e) Be medically examined in order for the Company to meet the export standards imposed by its customers. The Employee will agree to standard routine medical examinations and certification as required by those standards, provided that such medical examination and certification shall be used for no other purpose. The Company shall pay for all expenses relating to such examination.
 - f) Agree to a search of bags, lockers or vehicles by a person authorised by the Company to conduct such searches.
 - g) Return immediately all property belonging to the Company (eg protective clothing, equipment and tools) upon cessation or termination of employment for any reason. In instances where outstanding equipment is not returned, the financial value will be deducted from the Employee's final pay.
 - h) Employees must be legally entitled to engage in paid work in Australia. If, at any time an Employee ceases to be legally entitled to engage in paid work in Australia, they are responsible for reporting the matter to the Company without delay.

PART C: REMUNERATION AND BENEFITS

18. Remuneration

- 18.1 The Employee shall be paid a wage as detailed in Item 1 of Schedule 1 for their classification, less any unpaid absences.
- 18.2 Allowances shall be paid as detailed in Item 2 of Schedule 1.

19. Payment of Wages

- 19.1 Wages will be deposited by electronic transfer on a weekly basis into a bank account nominated by the Employee, and shall be paid one week in arrears of the work being performed. It is the Employee's responsibility to provide the correct bank details to the Company and advise the Company promptly if there are any changes to those details.
- 19.2 Wages will be calculated from Monday to Sunday each week.
- 19.3 Pay slips will be issued to the Employee with each pay.

20. Work Classification and Allocation

- 20.1 The Employee's classification level may be varied during the life of this Agreement at the discretion of the Company as a result of changes in skill level and tasks performed by the Employee, as specified in Schedule 2.
- 20.2 Allocation to tasks, combinations of tasks and / or components of tasks will be at the Company's direction considering operational requirements.
- 20.3 Where the Employee temporarily undertakes duties at a higher classification level for a minimum of two hours on any one day, they shall be paid at the appropriate classification rate for the actual time worked.

21. Superannuation

- 21.1 The Company will make superannuation contributions on the Employee's behalf into the Company's Default Superannuation Fund which is the Meat Industry Employees Superannuation Fund or an approved Superannuation Fund of the Employee's choice, in accordance with the rate specified in the Superannuation Guarantee legislation.
- 21.2 Additional voluntary contributions may be made by either of the following methods:
- a) Cash contributions: a nominated amount deducted from the employees net wages on a weekly basis.

- b) Salary Sacrifice: where an Employee requests in writing and the Company agrees to deduct a nominated amount from the Employees' gross wages prior to becoming due for payment and / or leave entitlements prior to such amounts accruing.

21.3 The Employee may receive less actual pay than their classification rate specified in the agreement equal to the amount salary sacrificed.

21.4 Salary Sacrifice arrangements will:

- a) be treated as employer contribution
- b) not disadvantage the Company in any way
- c) as soon as practicable be stopped at the written request of the Employee
- d) be shown on the Employees pay slip
- e) not reduce or alter the employee hourly rate of pay for the purpose of Agreement entitlements
- f) be reviewed in the event of changes to relevant acts or ATO rulings.

22. Recovery of Overpayments

The Company may recoup any overpayments / payments in excess of entitlements made during the life of this Agreement and has the right to deduct all outstanding debts owing to the Company from any monies payable on cessation of employment.

PART D: LEAVE PROVISIONS

23. Annual Leave

- 23.1 Employees (other than Casual Employees) are entitled to accrue annual leave at the rate of 2.9230 hours per 38 Ordinary Hours per week and on a pro-rata basis for Ordinary Hours less than 38 per week.
- 23.2 The taking of annual leave shall be in accordance with the Company's Policy. Such leave shall be taken at a time convenient to the Employee and Company.
- 23.3 The Employee may elect to cash out up to two weeks annual leave during each 12 month period with the approval of the Company. Pay in lieu of annual leave will be made at the ordinary hourly rate prevailing when the request to cash out leave is made. Requests for the cashing out of such leave shall be in writing.
- 23.4 In addition to the payment specified in clause 23.1 a loading of 17.5% will be paid for the period of annual leave.

24. Personal Leave (sickness / carer's leave)

- 24.1 Employees (other than Casual Employees) are entitled to personal leave accrued at the rate of 1.4615 hours per 38 Ordinary Hours per week and on a pro-rata basis for Ordinary Hours less than 38 per week. Such leave entitlements are cumulative. In addition, two days unpaid carer's leave shall be available where paid entitlements have been exhausted.
- 24.2 Personal leave is defined as any leave taken for the purposes of:
- a) sick leave taken by the Employee because of a personal illness, or injury, of the Employee; or
 - b) carer's leave taken by the Employee to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - i. a personal illness, or injury, of the member; or
 - ii. an unexpected emergency affecting the member.
- 24.3 The taking of personal leave shall be in accordance with the following:
- a) Where requested, an Employee shall provide documentary evidence of the reason for absence to the Company.
 - b) Appropriate documentation must be supplied if personal leave is taken the day before or the day after a public holiday or a period of annual leave; and
 - c) The appropriate documentation required to support an application for leave shall be a certificate from a relevant registered health practitioner.

PART D: LEAVE PROVISIONS

- d) This does not affect the right of the Company to request the appropriate documentation on every occasion.
- e) Applications for leave without appropriate documentation may result in the leave not being paid.

24.4 In the case of personal leave taken as carer's leave the Employee must be the primary care giver to the member and a maximum of ten days paid leave per annum applies.

24.5 Employees must personally notify the Company prior to the start of work of their absence, and the nature and expected duration of this absence.

24.6 Personal leave is not paid out on termination of employment for any reason.

25. Compassionate Leave

25.1 Employees may use up to two days per occasion as compassionate leave.

25.2 Compassionate leave is defined as leave taken by the Employee:

- a) for the purposes of spending time with a person who:
 - i. is a member of the Employee's immediate family or a member of the Employee's household; and
 - ii. contracts or develops a personal illness, or injury, that poses a serious threat to his or her life; or
- b) after the death of a member of the Employee's immediate family or a member of the Employee's household.

25.3 Compassionate leave is defined as paid leave for all Employees excluding Casuals.

26. Parental Leave

The taking of parental leave shall be in accordance with the NES and the procedures set out in the Company's Policy.

27. Long Service Leave

27.1 Long service leave shall be provided for in accordance with the Long Service Leave Act (Vic) 1992.

27.2 Subject to production requirements after seven years continuous service with the Company:-

- a) Employees will be entitled to take Long Service Leave, and
- b) The Company may direct an Employee to take Long Service Leave.

28. General Provisions

- 28.1 All paid leave entitlements accrued and taken under this Agreement shall be paid at the Ordinary Hourly Rate.
- 28.2 All periods of paid leave granted in accordance with this Agreement shall be counted as service.
- 28.3 All periods of unpaid leave shall not count as service.
- 28.4 An Employee is not entitled to accrue any leave (whether paid or unpaid) during a period when the Employee is absent from work for which the Employee is receiving Workers Compensation.

29. Public Holidays

- 29.1 Employees (other than Casual Employees) shall be entitled to holidays on each of the following days without loss of the ordinary pay for that day:
- a) New Year's Day
 - b) Good Friday
 - c) Easter Monday
 - d) Christmas Day
 - e) Boxing Day; and
- the following days, as prescribed in Victoria:
- f) Australia Day
 - g) Anzac Day
 - h) Queen's Birthday
 - i) Labour Day
 - j) Melbourne Cup Day (the first Tuesday in November)
- 29.2 Where an alternative day is prescribed in lieu of any of the above public holidays that day shall be observed as the relevant public holiday under this Agreement.
- 29.3 Where in Victoria, 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.
- 29.4 By agreement between the Company and the Employees the Company may substitute another day as the public holiday in lieu of any of the prescribed holidays.
- 29.5 Where the Company requires any Employee (including casuals) to work on a public holiday, the Employee shall receive a minimum payment of four hours at time and a half for the first two hours and double time thereafter. In addition to this payment Permanent Employees will also receive ordinary time payment for the day.

PART E: MISCELLANEOUS

30. Confidential Information

- 30.1 Confidential Information includes any information about the Company which the Employee acquires in the course of their employment or that relates to that employment. It also includes but is not limited to information not lawfully or properly available to the public at large including, but not limited to technical data, trade secrets, photographs, know-how and confidential information relating to the business, finances, accounts, dealings, transactions, clients, employees, contractors, methods of operation, assets or affairs of the Company or any related body corporate.
- 30.2 The Employee must never disclose to anyone, in any way, for any reason (other than for the business of the Company or as required by law), any Confidential Information which the Employee acquires while this Agreement is in force. This rule continues to apply after this Agreement ends. It only stops applying if that information falls into the public domain without fault of any person.
- 30.3 The only exception to this rule is where the Company directs the Employee to tell someone Confidential Information.

31. Animal Welfare

Employees are required to treat animals in a caring and humane manner at all times. Employees found wilfully mistreating an animal will face disciplinary action, which may include instant dismissal.

32. Occupational Health and Safety

- 32.1 The Employee is obliged to be familiar with and comply with all Occupational Health & Safety policies and procedures and is required to:
- a) work safely to avoid injury to themselves and others who may be affected by their actions at work
 - b) not engage in any unsafe acts
 - c) comply with all safety documentation (including Policies, Standard Operating Procedures, Forms, Work Instructions and Alerts)
 - d) report potential and actual hazards or unsafe acts to supervisors, managers, safety officers or representatives
 - e) not interfere with or misuse items or facilities provided in the interests of health, safety and welfare of employees, contractors or visitors
 - f) immediately notify their Supervisor or Manager of any work related injury or illness or any injury or illness that may affect their work performance

- g) if applicable, participate and co-operate in establishing a return to work plan and make all efforts to return to work and their pre-injury duties.

33. Protective Clothing

The Company shall ensure that the Employee is provided, free of cost, with clean outer clothing daily and suitable footwear. Such items shall be laundered without cost to the Employee. The Employee is required to maintain the protective equipment and clothing in accordance with the Company's hygiene standards and be responsible for its care and safe keeping to a standard acceptable by the Company. Where this does not occur, the Company reserves the right to deduct monies equal to replacement value of the items and the Employee agrees to such deduction.

34. Discrimination and Harassment

- 34.1 The Parties to this Agreement value diversity in the workplace by helping to prevent and eliminate harassment and 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.
- 34.2 The Company will not tolerate any form of harassment, bullying or victimisation. Any Employee who engages in such behaviour will face disciplinary action.
- 34.3 In addition, disciplinary action will be taken against any employee found guilty of a falsified or fabricated accusation.
- 34.4 Employees are required to:
 - a) Report any incidences of harassment in the workplace.
 - b) Refrain from making false accusations against others about harassment.
 - c) Not victimise others in the workplace.

35. Income Protection

- 35.1 The Company will pay premiums to the Insurer which enables eligible employees to access the benefits of an Income Protection Plan. Eligibility and any payments are subject to the rules of the Plan (as set and varied from time to time by the Insurance Company) and the following provisions:
- 35.2 Employees between the ages of 65 and 70 with restricted access to the Plan may elect to:
 - (a) Continue with the Plan as offered by the Insurance Company; or
 - (b) Discontinue their insurance and receive a special allowance equivalent to 1% of the employee's classification base rate of pay;
 - (c) Employees over the age of 70 do not have access to the Income Protection Plan. They shall receive a special allowance equivalent to 1% of their classification base rate of pay.

- 35.3 Where the cost of providing the Plan exceeds 1.2% of the employees' average weekly earnings, the Company may discontinue the insurance for individuals or all employees. In the event that this occurs, an allowance equivalent to 1% of the employees' classification base rate of pay will be paid to employees being withdrawn from the Plan at that time.

36. Jury Service

- 36.1 Subject to the provisions provided for in the NES, if any employee, other than a casual, 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 Company for that day.
- 36.2 The employee will be paid an amount equal to the difference between the jury service pay and the employee's ordinary pay for the day.

PART F: CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

37. Disputes and Grievance Procedure

- 37.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 37.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 37.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.
- 37.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.
- 37.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 37.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 37.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

38. Flexibility

- 38.1 An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a) the agreement deals with 1 or more of the following matters:
 - i arrangements about when work is performed;
 - ii overtime rates;
 - iii penalty rates;
 - iv allowances;
 - v leave loading; and

- b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by the employer and employee
- d) if the arrangement involves a Union member the Company will consult the Union.

38.2 The employer must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

38.3 The employer must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - i. the terms of the Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

38.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

38.5 The employer or employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if the employer and employee agree in writing — at any time.

39. Consultation

39.1 Employer to notify

- a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

PART F: CONSULTATION, FLEXIBILITY AND DISPUTE RESOLUTION

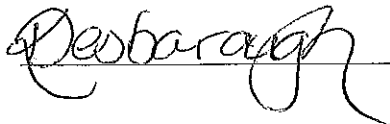
- b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

39.2 Employer to discuss change

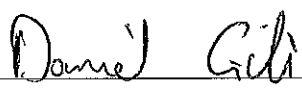
- a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 39.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 39.1.
- c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.
- d) There shall be a Consultative Committee established at the plant.
 - (i) This Committee shall consist of Company and employee representatives
 - (ii) This Committee shall meet on a regular basis to consider any issues relating to the operation of this Agreement.
 - (iii) While it is agreed that chain speeds and manning levels shall be regulated and controlled by the Company the Company will consult on these matters as detailed above.
 - (iv) The Company will also consult on measures designed to achieve best practice in boning different weight ranges of pigs.
 - (v) The parties agree to undertake a review of the manning required for packaging six way cuts to ensure that the number of employees required and the issues of manual handling are addressed.

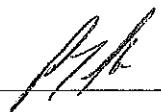
EXECUTION

For the Company:

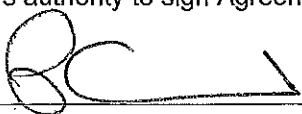
Signatory Name: Karen Desborough
Signatory Address: Redlands Road, Corowa, NSW, 2646
Basis of signatory's authority to sign Agreement: Human Resources – Group Manager
Signature:  Date: 24/06/13

For the Employees:

Signatory Name: Daniel Gili
Signatory Address: 5 indigo CRT TARNETT
Basis of signatory's authority to sign Agreement: Employee Representative
Signature:  Date: 19/6/13

Signatory Name: Rodney Taffe
Signatory Address: 21 Herderberg Park RD
merrimu
Basis of signatory's authority to sign Agreement: Employee Representative
Signature:  Date: 19/6/13

For the Union:

Signatory Name: Paul Conway
Signatory Address: 62 Lygon Street, Carlton South VIC 3053
Basis of signatory's authority to sign Agreement: AMIEU Victorian Branch Secretary
Signature:  Date: 19/6/2013



SCHEDULE 1: REMUNERATION

Item 1. Wage and Classification Structure

Casual Employees Ordinary Hourly Rate

Classification	2013 +3%	2014 +3%	2015 +2.75%	2016 +2.75%
FPW Grade A	\$28.83	\$29.69	\$30.51	\$31.35
FPW Grade B	\$24.43	\$25.16	\$25.86	\$26.57
FPW Grade C+	\$20.81	\$21.43	\$22.02	\$22.63
FPW Grade C	\$18.65	\$19.21	\$19.74	\$20.28
FPW Grade D	\$16.79	\$17.29	\$17.77	\$18.26

Casual Employees Including Casual Loading

Classification	2013 +3%	2014 +3%	2015 +2.75%	2016 +2.75
FPW Grade A	\$35.45	\$36.52	\$37.52	\$38.55
FPW Grade B	\$30.06	\$30.96	\$31.81	\$32.68
FPW Grade C+	\$25.60	\$26.36	\$27.09	\$27.83
FPW Grade C	\$22.95	\$23.64	\$24.29	\$24.95
FPW Grade D	\$20.65	\$21.27	\$21.86	\$22.46

Permanent Employees as at Operative Date of Agreement Ordinary Hourly rate

Classification	2013 +3%	2014 +3%	2015 +2.75	2016 +2.75%
FPW Grade A	\$31.27	\$32.21	\$33.10	\$34.01
FPW Grade B	\$26.68	\$27.48	\$28.23	\$29.01
FPW Grade C+	\$22.91	\$23.59	\$24.24	\$24.91
FPW Grade C	\$20.65	\$21.27	\$21.86	\$22.46
FPW Grade D	\$18.10	\$18.64	\$19.15	\$19.68

SCHEDULE 1: REMUNERATION

Item 2. Allowances

A **First Aid Allowance** of \$17.91per week shall be paid to first aid officers appointed by the Company.

A **Safety Representative Allowance** of \$17.91per week shall be paid to Employee elected safety representatives (a total of one representative in the Abattoir and one in the Boning Room).

A **Leading Hand Allowance** of \$\$47.76per week shall be paid to an employee who is appointed by the Company to regularly supervise 3 or more persons

The Allowances detailed in Item 2 and Item 3 will be indexed in accordance with the annual wage movements detailed in Item 1

SCHEDULE 1: REMUNERATION

Item 3. Boning Room Incentive Scheme

The Boning Room Incentive Scheme is applicable to Boners and Slicers attending on the day.

Slicers will receive an amount equivalent to 85% of the Boners Incentive payment.

The incentive payment is calculated as follows, where 10 or more Boners are used:

Number of Boners attending on the day multiplied by 22 sows = X

All sows in excess of X $\frac{= \$7.65}{\text{No of Boners}}$

For example:

10 Boners attending on the day multiplied by 22 sows each = 220 sows

10 Boners process 250 sows in the day = 30 extra sows in the day

30 sows in excess of 220 = $\$7.65 \times 30 = \underline{\$222.50 / 10}$

Incentive payment per Boner for the day = \$22.95

The Incentive Payment is calculated as follows, where 9 Boners are used:

Number of Boners attending on the day multiplied by 24 sows = X

All sows in excess of X $\frac{= \$7.65}{\text{No of Boners}}$

For example:

9 Boners attending on the day multiplied by 24 sows each = 216 sows

9 Boners process 250 sows in the day = 34 extra sows in the day

34 sows in excess of 216 = $\$7.65 \times 34 = \underline{\$260.10 / 9}$

Incentive payment per Boner for the day = \$28.90

The Parties agree that this arrangement is based on the current production process and will be reviewed by the DVP Consultative Committee if required.

This payment would apply for work within Ordinary Hours of 7.6 per day.

SCHEDULE 1: REMUNERATION

The extra numbers may not be available each day in which case Employees can go home early, however if extra work is available Employees will be required to undertake any additional work in Ordinary Hours as directed by the Company.

Sow or sow equivalent is defined as a female pig with evidence of milk secretion or a boar showing evidence of secondary sexual characteristics. No weight criteria applies to this definition. This will continue to be determined at the scales in the Abattoir.

Pigs falling into this category	= 100% (one sow)
Bacon pigs over 100Kg (cold weight)	= 100%
Bacon pigs over 85Kg (cold weight)	= 75%
Bacon pigs under 85Kg (cold weight)	= 50%

SCHEDULE 2: CLASSIFICATION STRUCTURE

Food Process Worker Grade D

An Employee at this level is generally a new recruit to the industry who performs simple or routine tasks essentially of a manual nature up to the level of training acquired.

An Employee at this level works under direct supervision and shall:

- perform basic routine tasks and or operate equipment requiring little or no previous training or experience
- exercise minimal discretion in deciding how tasks are to be performed
- apply basic quality and hygiene procedures.

Indicative tasks

An Employee at this level shall perform the following tasks:

Boning Room	Abattoir
<ul style="list-style-type: none">• routine labouring and cleaning functions• operating packaging equipment• basic knife duties subject to level of training• other tasks as directed	<ul style="list-style-type: none">• routine labouring and cleaning functions• operating packaging equipment• basic knife duties subject to level of training• sorting and packing offals• other tasks as directed

It is expected that an Employee will progress to a FPW Grade C during the first 3 months, subject to satisfactory progress as assessed by the Company.

Food Process Worker Grade C

An Employee at this level performs a range of labouring duties at a competency level above and beyond that of a FPW Grade D.

An Employee at this level works under regular supervision and shall:

- perform a variety of straight-forward tasks using well established techniques and practices
- use plant and equipment requiring some training and experience
- exercise limited discretion within the limits of training, in deciding how tasks are to be performed.

SCHEDULE 2: CLASSIFICATION STRUCTURE

Indicative Tasks

In addition to the tasks performed by a FPW Grade D, an Employee at this level shall perform the following tasks:

Boning Room	Abattoir
<ul style="list-style-type: none">• packaging requirements including collecting, selecting, classifying, bagging and dispatch of product• apply of a range of knife skills as required in packaging• be responsible for monitoring and maintaining the quality of work• other tasks as directed	<ul style="list-style-type: none">• move stock• chillers, pushing and counting• stamp and hose carcasses• floorman• hookman• loading CO2 Plant• shackling• other tasks as directed

Progression beyond this level is subject to the availability of a vacancy and a high standard of work being performed regularly.

Food Process Worker Grade C+

An Employee at this level performs a range of experienced labouring duties at a competency level above and beyond that of a FPW C Grade.

An Employee at this level works under routine supervision and shall:

- possess a broad understanding of all the functions of the Abattoir and / or Boning Room
- be responsible for maintaining the quality and quantity of the work
- be competent in preparation of basic meat cuts
- exercise discretion within established specifications and guidelines

An employee at this level may also operate a forklift or drive a delivery vehicle.

SCHEDULE 2: CLASSIFICATION STRUCTURE

Indicative Tasks

In addition to the tasks performed by a FPW Grade C and D, an Employee at this level shall perform the following tasks:

Boning Room	Abattoir
<ul style="list-style-type: none">• basic slicing of product to specifications• trimming product to specifications• derinding and defatting• pre inspection of carcass• bandsaw operation• controlling carton room• identify meat cuts for selection, classifying and dispatching• other tasks as directed	<ul style="list-style-type: none">• collect offal at evisceration• removal and collection of ears• undertake training in B grade tasks• other tasks as directed

Progression beyond this level is subject to demonstrated and assessed competency, and the availability of a vacancy.

Food Process Worker Grade B

An Employee at this level performs duties under limited supervision and shall:

- be fully competent in a range of slaughtering tasks and / or slicing / trimming operations
- have a minimum of three years skilled work experience in pig processing
- be required to perform tasks of some complexity involving the use of applied technical knowledge including a number of boning tasks to specification and to their assessed competency
- understand and applies quality control techniques
- may train other employees in specific areas
- has a good knowledge of requirements of room

SCHEDULE 2: CLASSIFICATION STRUCTURE

Indicative Tasks

In addition to the tasks performed at previous levels, an Employee at this level shall perform the following tasks:

Boning Room	Abattoir
<ul style="list-style-type: none">• undertake training to become competent in a number of boning tasks• knife skills to complete all tasks expected of a fully competent Slicer• operating the breaking saw• operating the rib top saw• product re-inspection• other tasks as directed	<ul style="list-style-type: none">• product re-inspection• head removal if performed with head removal scissors• product re-inspection / retains• removing throats, tongues and stick wounds• shackling off shave table / removing toe nails / operating the de-hairer• remove hocks• evisceration line work including removal of testes and pizzle• mark tendons• saw and backing down• other tasks as directed

Progression beyond this level is subject to demonstrated and assessed competency, and the availability of a vacancy.

Food Process Worker Grade A

In addition to the responsibilities of the FPW Grade B, an Employee at this level may perform a range of duties that are complex in nature requiring substantial applied knowledge, skill and capacity for self directed application.

The Employee requires a detailed understanding of interconnecting functions of the various work sections.

SCHEDULE 2: CLASSIFICATION STRUCTURE

Indicative Tasks

An Employee at this level works under minimal supervision and shall perform the following tasks:

Boning Room	Abattoir
<ul style="list-style-type: none">• boning primals to customer specifications• apply discretion and judgement beyond B Grade• be competent to deliver specific training• other tasks as directed	<ul style="list-style-type: none">• work on the evisceration line• perform sticking• retains• saw / back down• remove heads if done manually• perform complex tasks on the evisceration line including gut and pluck removal• brisket opening• other tasks as directed