

APPENDIX A

**GEORGE WESTON FOODS AND AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES' UNION ENTERPRISE AGREEMENT 2005**

ARRANGEMENT

1. AGREEMENT DETAILS.....	4
1.1 TITLE.....	4
1.2 APPLICATION OF AGREEMENT.....	4
1.3 ASSIGNEE.....	4
1.4 RELATIONSHIP TO OTHER AWARDS/AGREEMENTS.....	4
1.5 OBJECTIVES.....	4
1.6 CHANGES TO SYSTEMS OF WORK.....	4
1.7 DURATION AND RENEWAL.....	4
1.8 NO EXTRA CLAIMS.....	5
1.9 NATIONAL STANDARDS.....	5
1.10 POSTING OF AGREEMENT.....	5
1.11 SINGLE BARGAINING UNIT.....	5
1.12 EQUAL EMPLOYMENT OPPORTUNITY POLICY.....	5
1.13 AFFIRMATIVE ACTION.....	5
1.14 SEXUAL HARASSMENT.....	5
1.15 DEFINITIONS.....	5
2. CONTRACT OF EMPLOYMENT.....	6
2.1 FORMS OF EMPLOYMENT.....	6
2.2 FULL TIME WEEKLY EMPLOYMENT.....	6
2.3 PART TIME EMPLOYMENT.....	6
2.4 CASUAL EMPLOYMENT.....	6
2.5 PROBATION.....	7
2.6 WORK TO BE PERFORMED.....	7
2.7 DEDUCTIONS.....	7
2.8 TERMINATION OF EMPLOYMENT.....	7
2.9 TIME OFF DURING NOTICE PERIOD.....	8
2.10 SUMMARY DISMISSAL.....	8
2.11 UNFAIR DISMISSAL.....	8
2.12 DISCIPLINARY PROCEDURES.....	8
3. REDUNDANCY.....	8
3.1 NOTICE PERIOD.....	8
3.2 REDUNDANCY PAYMENTS.....	9
3.3 APPLICATION.....	9
3.4 MANAGED VOLUNTARY REDUNDANCY.....	9
3.5 LOYALTY PAYMENTS.....	9
3.6 RETENTION FOR SITE CLOSURE.....	10
4. ABANDONMENT OF EMPLOYMENT.....	10
5. NOTICE OF TERMINATION BY EMPLOYEES.....	11
6. STATEMENT OF EMPLOYMENT.....	12
7. EMPLOYEE FACILITIES.....	12
8. GENERAL CONDITIONS OF EMPLOYMENT.....	12
9. HOURS OF WORK.....	12
9.1 SHIFT WORK.....	13
9.2. ROSTERED DAYS.....	13
9.3. EVES DAY.....	13
9.4 MEALS AND WORK BREAKS.....	14
9.5 PAID BREAK.....	14
9.6 UNPAID BREAK.....	15
9.7 PAID ROSTERED BREAK.....	15
10. OVERTIME.....	15

10.1 REQUIREMENT TO WORK REASONABLE OVERTIME.....	15
10.2 PAYMENT FOR OVERTIME/WEEKEND AND PUBLIC HOLIDAYS.....	15
10.3 REST PERIOD AFTER OVERTIME.....	15
10.4 MEAL ALLOWANCE.....	16
11. SUPERANNUATION.....	16
12. PAYMENT OF WAGES.....	16
13. EMPLOYEE LIABILITY.....	16
14. TRAVELLING EXPENSES.....	17
15. HEALTH & HYGIENE.....	17
16. EARLY START ALLOWANCE.....	17
17. WAGES CLASSIFICATION STRUCTURE & TRAINING.....	17
17.1 WAGE INCREASES.....	17
17.2 TRAINING ARRANGEMENTS.....	17
17.3 DEFINITIONS.....	18
17.4 CLASSIFICATION - METHODS OF GRADING.....	18
17.5 CLASSIFICATION STRUCTURE & PAY RATES.....	18
17.6 WORKING IN HIGHER GRADED POSITIONS.....	20
18. SPECIAL RATES.....	20
18.1 FIRST AID.....	20
18.2 HEAT ALLOWANCE.....	20
18.3 INCREASES IN ALLOWANCES.....	20
19. LEAVE.....	20
19.1 ANNUAL LEAVE.....	20
19.2 CONTINUITY OF SERVICE.....	21
19.3 COMPASSIONATE LEAVE.....	21
19.4 JURY SERVICE.....	21
19.5 PUBLIC AND OTHER HOLIDAYS.....	22
19.6 SICK LEAVE.....	22
19.7 SPECIAL LEAVE.....	23
19.8 LONG SERVICE LEAVE.....	24
19.9 PARENTAL LEAVE.....	25
20 OCCUPATIONAL HEALTH & SAFETY, COMPENSATION & REHABILITATION.....	25
20.1 APPLICATION OF ACT.....	25
20.2 PROTECTIVE CLOTHING.....	25
20.3 FIRST AID.....	26
20.4 REGISTER OF INJURIES.....	26
20.5 AVAILABILITY OF CLAIM FORMS.....	26
20.6 ASSISTANCE FROM REPRESENTATIVE AND COPY OF CLAIM FORM.....	26
20.7 EMPLOYER SHALL NOT DISMISS INJURED WORKER.....	26
20.8 PAYMENT OF SICK LEAVE PENDING RESOLUTION OF CLAIM.....	26
20.9 PAYMENT IN NEXT PAY PERIOD.....	26
20.10 MAKE-UP PAY.....	26
20.11 REHABILITATION.....	27
21. SETTLEMENT OF DISPUTES.....	27
22. SIGNATORIES.....	28
Appendix 1.....	29
REHABILITATION AGREEMENT.....	29

1. AGREEMENT DETAILS

1.1 TITLE

This Agreement is called the George Weston Foods and Australasian Meat Industry Employees' Union Enterprise Agreement 2005.

1.2 APPLICATION OF AGREEMENT

This Agreement is made under section 170LJ of the Workplace Relations Act 1996 (Cth):

- a. George Weston Foods Ltd. trading as Don KRC a Division of George Weston Foods, (the Company) in regard to its operation located at 248-258 Blackshaws Road, Altona North, Victoria.
- b. The Australasian Meat Industry Employees' Union (AMIEU), its officers and members.
- c. Employees of George Weston Foods Ltd. whose pay and conditions of employment are determined by this Agreement and who are eligible for membership of the AMIEU, whether members or not.

1.3 ASSIGNEE

The Company, its successors or assignee throughout the life of this Agreement shall be bound by the terms of this Agreement.

1.4 RELATIONSHIP TO OTHER AWARDS/AGREEMENTS

This Agreement replaces the George Weston Foods and Australasian Meat Industry Employees' Union Enterprise Agreement 2002 in relation to all terms and conditions of employment and operates to the exclusion of all other Awards and Agreements.

1.5 OBJECTIVES

The parties jointly commit to:

- a. Achieve sustainable improvements in efficiency, flexibility and profit to safeguard the economic health and long-term viability of the Company for the benefit of employees, customers and shareholders.
- b. Further develop the most productive cooperative and harmonious working relationship possible using effective consultative methods and recognition of the role of the Union and the Shop Committee.

1.6 CHANGES TO SYSTEMS OF WORK

Following consultation between the Company and the Union, the Union and members agree in principle to trial new work systems and practices with a view to evaluating the long-term effectiveness and acceptability of the changes. All proposed changes must comply with OH&S Statutory requirements. A Committee of affected employees, Union and Management would continuously monitor the changes.

1.7 DURATION AND RENEWAL

This Agreement starts on the first pay period on or after 1 December 2005 and shall continue in force until 30 November 2011.

Negotiations for the next Enterprise Agreement will commence four months prior to the expiration of this Agreement.

Should negotiations not achieve agreement, the wages and conditions of employment set out in this Agreement shall continue as at the date of expiration for a period of three months.

1.8 NO EXTRA CLAIMS

This agreement is comprehensive. The parties undertake not to pursue any extra claims for the duration of this Agreement.

1.9 NATIONAL STANDARDS

No employee will suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave and long service leave, or any other national standard determined by the Australian Industrial Relations Commission.

1.10 POSTING OF AGREEMENT

Copies of this Agreement shall be displayed in places readily visible and accessible to all parties covered by the Agreement and a copy will be given to any employee who requests a copy.

1.11 SINGLE BARGAINING UNIT

This Agreement is a complete document representing the position George Weston Foods and there shall be no reference to any other Agreement. This Agreement has been negotiated through a single bargaining unit, comprising the elected Works Delegate and Union Delegates, a Union Official and Company Representative.

All parties are freely entering into this Agreement with full knowledge as to its contents and effect. Any matter not covered by this Agreement, but related to matters that pertain to the relations between the Company and its employees shall be discussed by the Company and the Union.

1.12 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Company is committed to policies which ensure the absence of discrimination in all aspects of employment on the grounds of Sex, Pregnancy, Race, Parental Status, Family Responsibility, Marital / de facto status, Sexuality/Sexual Preference, Disability, Age, Political/Religious conviction, Irrelevant Criminal Record, Trade Union Activity and to promotion of equal employment opportunity for all employees within the Organisation.

1.13 AFFIRMATIVE ACTION

The parties acknowledge that Affirmative Action is one facet of George Weston Foods Equal Opportunity Policy. The parties commit to the process of identifying and eliminating any present discrimination and any future discrimination against women.

Throughout the life of this Agreement, the parties will establish goals and plans to give effective opportunity to women and to consult women about their needs via the Affirmative Action Committee

1.14 SEXUAL HARASSMENT

The parties acknowledge that sexual harassment in the workplace is totally unacceptable. It shall not be tolerated or condoned and shall be dealt with promptly and sympathetically under the grievance handling procedures set out in the Company's Sexual Harassment Policy.

Sexual Harassment is defined as any form of uninvited or unwelcomed sexual attention or sexually oriented conduct, which has the effect of making an employee offended, humiliated or intimidated.

1.15 DEFINITIONS

"Commission", means the Australian Industrial Relations Commission

"Juvenile", means a person less than eighteen years of age

"Union", means the Victorian Branch of the Australasian Meat Industry Employee's Union.

"Union Delegate", means the Union representative for a section of the works

"Week", means the worker's ordinary working week

"Work's Delegate", means the senior Union representative for the works as a whole or in his/her absence the next most senior Union representative.

"Transmission", means transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.

"Workers Compensation", means compensation for work related injury or disease under the applicable legislation

"The Employer", means George Weston Foods and its successors and each of them as the context may admit.

"Successor", means any successor, transmittee and/or assignee (whether immediate or not) within the meaning of section 149(d) of the Workplace Relations Act 1996-1998, and all of them, and "succession" shall be construed accordingly.

"Ordinary pay", means for all purposes the worker's normal weekly number of hours of work as prescribed in clause 9 calculated at the ordinary time rate of pay and excluding overtime, shift allowance and any other such allowances or payments.

2. CONTRACT OF EMPLOYMENT

2.1 FORMS OF EMPLOYMENT

The Company will employ people on a full time, part-time or casual basis according to its operational needs in accordance with the terms of this Agreement.

Upon engagement, an employee shall be informed of the nature of their employment as a full-time weekly employee, part-time weekly employee, or as casual employee and shall be advised of their classification and wage rates.

2.2 FULL TIME WEEKLY EMPLOYMENT

A full time employee is one who is engaged by the week to work the standard ordinary hours averaging 38 per week over any cycle of work.

2.3 PART TIME EMPLOYMENT

The Company may employ persons on a part-time basis.

Part time employees shall be employed for not less than fifteen (15) hours or more than thirty - (30) hours, per week between Monday and Friday and not more than eight (8) hours per day.

The number of part-time employees shall not exceed one for every three full-time employees.

Part-time employees shall be paid per hour at one thirty-eighth of the weekly rate prescribed in this Agreement for the classification in which the part-time employee is engaged.

Part-time employees shall receive pro-rata payment for annual leave, sick leave, public holidays, Superannuation and Long Service Leave, and for any other entitlements contained in this Agreement for full-time employees.

The Company may, with one week's notice, change the total hours of work, start and finish times and/or the days upon which a part time employee is engaged within times stipulated in this agreement.

2.4 CASUAL EMPLOYMENT

Casual workers, both contracted and company employed will be used up to a limit of 15% of the workforce, may be engaged for periods of up to three months to meet changing business needs but shall not be used to replace permanent positions. Should it be proposed to vary this arrangement, the Company will consult with the union.

Casual employees shall be paid ordinary rates for work performed in accordance with clause 17 and shall receive 20% loading for each hour employed in lieu of all leave entitlements, Public Holiday entitlements and shall not be entitled to Rostered Days Off.

Casual workers shall be notified wherever possible of their starting and finishing times for the period of their employment at the commencement of their engagement and shall not be engaged for any less than four hours per day and not more than 8 hours on any day Monday - Friday.

2.5 PROBATION

Each new employee must be prepared to undergo a medical examination by the Company doctor to assess suitability to perform the inherent requirements of the job.

Each new employee shall serve a probationary period of 3 months. If during this period, the employee's performance is unsatisfactory, the employment may be terminated with one week's notice or payment in lieu.

2.6 WORK TO BE PERFORMED

Employees shall carry out any duties on the days and during the hours usually worked by the class of employees affected as directed by the Company subject only to the limits of their skill, competence and training.

Employees may be required to work in any department and to participate in the rotation of positions both within departments and across the factory when circumstances demand.

Any direction by the Company shall be consistent with the Company's responsibility to provide a safe and healthy work place.

2.7 DEDUCTIONS

An employee who is absent from work (other than paid leave) or not performing their duty shall lose their pay for the actual time of such non-attendance or non-performance.

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

- a) Any strike, or
- b) Through any breakdown of machinery or services, or
- c) Any stoppage of work for which the Company cannot reasonably be held responsible.

2.8 TERMINATION OF EMPLOYMENT

In order to terminate the employment of an employee (other than a casual or when summary dismissal is warranted), the Company shall give to the employee the following notice:

Period of continuous service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

If an employee is over 45 years of age with not less than two years continuous service at the time of receiving the notice, they shall be entitled to one additional week's notice.

Such notice may be given at any time during the week, and shall apply from the rostered finishing time of the notice for that day.

Payment in lieu of the notice shall be made if the required notice period (set out above) is not given. Employment may be terminated by part of the period of notice specified being worked and part payment in lieu.

In calculating any payment in lieu of notice, the wages an employee would have received for the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated, shall be used.

2.9 TIME OFF DURING NOTICE PERIOD

Where the Company has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.

2.10 SUMMARY DISMISSAL

The Company has the right to dismiss any employee without notice for conduct which justifies instant dismissal including, but not limited to: theft, acts of violence, wilful damage, wilful misconduct, serious breaches of occupational health and safety rules.

In such cases, wages will be paid only to the time of dismissal.

2.11 UNFAIR DISMISSAL

The Company shall not unfairly, harshly or unreasonably dismiss an employee.

Any dispute relating to termination of employment shall be determined in accordance with clause 21.

2.12 DISCIPLINARY PROCEDURES

If an employee's performance or behaviour is unacceptable to the Company, the following procedure shall apply in the presence of the Work's Delegate. If the employee does not require the Works Delegate they must sign a Company release stating they do not require the Works delegate present. At each step, the employee shall be advised of the aspect(s) of their performance or behaviour, which is not satisfactory, and the standard the Company requires of them.

If an employee's performance or behaviour is unsatisfactory, they shall be counselled and issued with a written warning. A copy of the warning will be given to the Work's Delegate.

Should there be any further unsatisfactory performance or behaviour, another notice will be issued. A copy of the warning will be given to the Work's Delegate.

If a third instance of unsatisfactory performance or behaviour occurs, then a notice of termination shall be issued to that employee

Written warnings given under this clause shall apply for a period of 12 months from date of issue.

Nothing in this procedure shall affect the right of the Company to issue a final warning at any stage, where deemed appropriate, or to dismiss an employee with or without notice.

3. REDUNDANCY

3.1 NOTICE PERIOD

In the event that circumstances require employees to be made redundant for any reason whatsoever, the Company shall provide notice of its intention at the earliest possible time. Such notice shall be provided to both the officials of the Union and site employees.

Notwithstanding the above, the Company is required to provide notice to individual employees who will be specifically affected by redundancy, in the following manner:

- a. As per notice period clause 2.8 or
- b. Payment in lieu of notice.

During the notice period, an employee may terminate with one week's notice and not prejudice any entitlement to the redundancy payments in cases where the employee has been offered alternative employment and provides written notice of the start date from the new employer. However he or she will not be entitled to pay in lieu for the balance of notice period.

During the notice period employees will be given reasonable paid time off to attend job interviews, upon approval of the Production Manager.

All payments in lieu of notice will be paid at Ordinary Pay rates as defined in clause 17.

3.2 REDUNDANCY PAYMENTS

In addition to payment made in lieu of notice, employees whose service is terminated due to site redundancies will receive payment of four (4) weeks ordinary pay for each completed year of service and pro-rata payment of 0.33 weeks for each completed month of a non-completed year of service.

Redundancy payments will not exceed;

- a. 52 weeks ordinary pay; or
- b. An amount equal to that which would have been earned had an individual worked up to the date on which normal retirement would occur.
- c. Where an employee would receive in excess of 52 weeks payment under the above conditions, the Company will review the individual circumstances on a case-by-case basis.

An employee to whom point c (above) applies may choose, at any time, to have the Union participate in the review.

All redundancy payments made will be paid at ordinary pay rates as defined in clause 17.

3.3 APPLICATION

Clause 3.2 will apply to employees covered by this Agreement with the exception of:

- a. Casual and Part-time employees; and
- b. Employees with less than one year of employment

3.4 MANAGED VOLUNTARY REDUNDANCY

This clause applies to redundancies that are a result of the announced Plant Closure.

In these cases the following Implementation Steps will apply.

Step 1. Declare the area where the redundancies are to occur and the number of people effected.

Step 2. The Company will call for voluntary redundancies across site.

Step 3. The Company will determine from those who volunteer for redundancy which employees it wishes to keep on the basis of skills and operational requirements.

Step 4. Preference for voluntary redundancy will be given to those employees who volunteer from the nominated areas up to but no greater than the required number in the nominated area.

Step 5. Those employees from the area nominated for redundancies who do not volunteer for redundancy will be redeployed to an alternative position while their position will be made available on a redundancy basis to another area selected by the Company.

Step 6. This process will continue to be repeated until there are no longer any volunteers for redundancy.

Step 7. Casuals will not be replacing the positions that have been made redundant.

3.5 LOYALTY PAYMENT

In addition to redundancy payment set out in 3.2, employees with continuous service greater than 13 years will receive an additional gross payment of \$600.00 per year of completed service and pro rata for incomplete years greater than 13 years.

3.6 RETENTION FOR PLANT CLOSURE

In addition to clause 3.2 (a), (b), and (c) and clause 3.5, a retention payment will be made to those employees who stay and assist in the orderly and timely closure of the site. The purpose of this payment is to reward employees for their additional commitment during this period.

The following sets out the basis on which the payment will be made to those employees affected by the site closure.

The retention payment will be calculated as a multiple of an employee's remuneration and will be dependent on the date of termination of an employee's employment as follows:

Termination Between	Weeks Received
1 December 2008 and 31 January 2009	2
1 February 2009 and 30 April 2009	3
1 May 2009 and 31 July 2009	4
1 August 2009 and 31 October 2009	5
1 November 2009 and 31 January 2010	7
1 February 2010 and 30 April 2010	9
Between or after 1 May 2010	12

For this purpose, remuneration means an employee's weekly salary or wage as at the date of termination of employment excluding any shift penalties, allowances and any bonus or incentive payments.

A retention payment will only be paid to employees who:

- a) Are still employed by the Company at the date the site is closed or such earlier date as they may be advised by the Company as the date of termination of their employment;
- b) Attend for work for the duration of the period until the date the site is closed or such earlier date as they may be advised by the Company as the date of termination of their employment; and
- c) Diligently assist the Company in the orderly and timely closure of the site, including performing such duties and responsibilities as may be assigned to them by the Company even though they may not form part of their current duties and responsibilities

A retention payment will not be paid to employees who:

- a) Are summarily dismissed before the site is closed or before such earlier date as they may have been advised by the Company as the date of termination of their employment;
- b) Request and subsequently receive voluntary redundancy benefits from the Company before the site is closed or before such earlier date as they may have been advised by the Company as the date of termination of their employment;
- c) Are employed for a fixed term or for the term of a specific project or assignment are engaged on a casual basis; and
- d) Persons engaged as contractors.

4. ABANDONMENT OF EMPLOYMENT

An employee, who is absent from work for a period of five consecutive days without the consent of the Company and, during that time, has failed to notify the Company or satisfy the Company the absence was for a reasonable cause, shall be deemed to have abandoned their employment and the Company may terminate their employment.

Termination in such circumstances shall operate from the date the employee last attended at work or the last day's absence approved by the Company.

Where employment is abandoned, no notice is payable to the employee by the Company.

The Company will make reasonable efforts to contact the absent employee before the contract is terminated under this clause

5. NOTICE OF TERMINATION BY EMPLOYEES

Weekly full time and part time employees are required to give one week's notice when terminating their employment.

If any employee fails to give notice, the Company shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

6. STATEMENT OF EMPLOYMENT

The Employer shall, if requested by an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification, or the type of work performed by the employee.

7. EMPLOYEE FACILITIES

The Company shall provide:

- a. Boiling water, tea, coffee, hot chocolate, milk and sugar in sufficient quantities to make an adequate supply of hot drinks for each employee immediately each meal break commences.
- b. Changing Rooms, dining rooms, toilets, washbasins, showers, etc., in accordance with the provisions of the Code of Practice for Workplaces made pursuant to the Occupational Health & Safety Act Victoria (2004).
- c. Adequate supplies of cool drinking water at convenient locations
- d. Adequate supplies of anti-bacterial soap and sterile drying equipment in all washrooms.

8. GENERAL CONDITIONS OF EMPLOYMENT

It is a term of employment that all employees must:

- a. Provide accurate information when applying for employment
- b. Use protective clothing, footwear and equipment supplied by the company, particularly hearing protection in designated areas

c. Perform all duties that the Company reasonably requires and observe all lawful directions and rules.

d. are prepared to undergo all relevant training necessary to fulfil the inherent requirements of each job classification

e. Agree to a random inspection of bags and vehicles.

9. HOURS OF WORK

The ordinary hours of work, for other than casuals and part time employees shall be of thirty-eight (38) hours per week.

The actual ordinary working hours shall not exceed eight (8) hours on any day or forty (40) hours, in any week and shall be worked in the case of employees, other than shift workers, on five (5) days of the week, Monday to Friday inclusive.

Hours of work will be between the hours of 6.00am and 6.00pm.

These hours are subject to the provisions in clause 9.1.

Employees recognise their obligation to work up until the completion of their allocated shift, subject only to breaks as provided for by this agreement.

Part time employees will work an agreed regular number of ordinary hours within the spread of hours set out above. Any hours worked outside these shall be paid at the relevant overtime rate.

An employee shall clock on and clock off upon commencing and finishing a day's work.

9.1 SHIFT WORK

Subject to this Clause, shifts may be worked on any work covered by this Agreement. Shifts may be worked on a one-shift, two shift or three shift system.

For the purposes of this Clause:

"Afternoon Shift" means any shift commencing at 2.00pm or after and finishing at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 9.00am.

"Fixed Night Shift" means a night shift (as defined) on which an employee is not allowed to rotate so as to give the employee at least one week in each three consecutive weeks on some other shift or shifts.

"Day Shift" in a three-shift system means any shift finishing at or after 2.00pm and at or before 4.00pm.

An employee on afternoon shift shall be paid the appropriate rate for the classification in which he/she is employed under this Agreement, plus 15% thereof.

An employee on night shift shall be paid the appropriate rate for the classification in which he/she is employed under this Agreement plus 25% thereof.

An employee on a fixed night shift shall be paid the appropriate rate for the classification in which he/she is employed under this Agreement plus 30% thereof.

A shift worker who works on an afternoon shift or night shift which does not continue for at least five successive afternoons or night shifts shall be paid for each such shift 50% for the first three hours thereof and 100% for the remaining hours thereof in addition to this ordinary rate without 7 days notice of change.

A casual employee employed on shift work shall receive the appropriate percentage loading as prescribed by this clause and in addition thereto 20% (i.e. casual loading as prescribed by this clause of the appropriate classification rate i.e. not inclusive of the shift work percentage loading as prescribed by this clause.

The actual ordinary hours of work for a shift worker shall be forty hours (40) per week to be worked up to five shifts, Monday to Friday except where a night shift is in operation in which case the night shift may finish not later than 9.00am on Saturday morning.

The ordinary hours of work for a shift worker shall be unbroken except by meal intervals on any of the three shifts.

No juvenile under the age of 18 years shall be employed on night shift.

The method of implementation of Rostered Days Off for shift workers shall be determined by consultation between management and Union at work levels subject to clause 9.2.

The Employer shall not, unless with the agreement of the employee, transfer an employee from day work to shift work or from shift work to day work.

9.2. ROSTERED DAYS

All employees shall accrue an entitlement to a paid rostered day off with the passage of nineteen days, whether they are working or on paid leave.

The Rostered Days Off shall be paid at the employee's current ordinary rate of pay.

Payment shall not be paid to an employee in lieu of an RDO except on termination of employment.

9.3. EVES DAY

All employees may be rostered to take off either Christmas Eve or New Years Eve without loss of pay. The company will consult with the Shop Committee in determining which Eves day will be taken off. The other Eves day will be worked, with production to finish no later than 6.00pm and cleaning staff to be finished by 9.00pm.

9.4 MEALS AND WORK BREAKS

No employee shall be called upon to work for more than five (5) hours ordinary time without a break. Where an employee is instructed to work for more than five (5) hours without a break, all time worked after the fifth hour shall be paid at overtime rates until a break is taken.

9.5 PAID BREAK

All employees shall be allowed a thirty (30) minute break between 8.30am to 10.00am for day workers and 6.30pm and 8.00pm for PM shift employees.

9.6 UNPAID BREAK

All day employees shall have an unpaid lunch break of thirty (30) minutes by agreement with the employees concerned, shift arrangements may be altered to incorporate two breaks during the shift (instead of three), where the 30 minute unpaid break will be taken at the end of the shift.

9.7 PAID ROSTERED BREAK

In the event of employees being required to work overtime, a paid 10-minute break before the commencement of overtime will be granted.

There will be one 15 minute paid work break to be taken daily or by mutual agreement for day workers.

A 5-minute paid break shall be provided after the commencement of any overtime to be worked and after every two (2) hours of overtime worked.

10. OVERTIME

10.1 REQUIREMENT TO WORK REASONABLE OVERTIME

The Company may require an employee to work reasonable overtime.

10.2 PAYMENT FOR OVERTIME/WEEKEND AND PUBLIC HOLIDAYS

In calculating overtime, each day stands alone. Overtime becomes payable only after 8 hours work on any day is completed or for all work approved by the Area Manager for time worked outside the ordinary spread of hours detailed in Clause 9 of this Agreement.

Overtime shall be paid on the 38-hour rate at time and one half for the first two and one half (2 1/2) hours and double time thereafter except in the following circumstances:

- a. Work on Sundays is paid at double time
- b. Work on Public Holidays is paid at triple time

10.3 REST PERIOD AFTER OVERTIME

Employees should, as far as practical, have at least ten (10) consecutive hours off duty after completing overtime and commencing work on the next day.

If the Company requires an employee to commence work on the next day without 10 consecutive hours break, the employee shall be paid at double time rates until such time as they are released from duty and shall then be entitled to be absent until they have 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10.4 MEAL ALLOWANCE

An employee required working overtime for one and half hours overtime per day in aggregate should be entitled to a meal allowance.

The meal allowance shall be calculated as 65% of the hourly level 2 pay rate.

11. SUPERANNUATION

The Company shall pay Occupational Superannuation as prescribed by the Superannuation Guarantee Act 1992. The prescribed percentage money earned within ordinary hours shall be paid to the employee's account in the Meat Industry Employees' Superannuation Fund Pty Ltd.

12. PAYMENT OF WAGES

Wages shall be paid weekly on the usual payday by electronic funds transfer into a Bank account or similar account at a financial institution as nominated in writing by the employee.

On each payday each employee shall receive a statement of pay envelope in the employer's time showing the total amount of ordinary wages and overtime and all deductions in respect of all such moneys paid into the nominated account.

Upon the termination of employment, wages due to an employee shall be paid on the day of such termination or, at the employee's option, forwarded to the employee by post on the next working day.

The Company shall not keep more than a week's pay for more than 3 days in hand.

13. EMPLOYEE LIABILITY

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.

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 all such contributions or indemnity. This Clause shall not apply if the aforesaid alleged negligent act or omission constitutes serious and wilful misconduct.

14. TRAVELLING EXPENSES

The Company shall pay employees' reasonable travelling expenses where such expenses are incurred in relation to journeys undertaken at the Company's request, or where a request for payment has been made and approved

15. HEALTH & HYGIENE

Employees will strictly adhere to the Company's health and hygiene policies at all times and failure to do so will result in disciplinary action.

16. EARLY START ALLOWANCE

An employee on dayshift shall be paid the appropriate rate for the classification in which he/she is employed under this Agreement, plus 7.1/2% loading if their shift starts at 5.30 am, the Area Manager must approve this.

An employee on dayshift shall be paid the appropriate rate for the classification in which he/she is employed under this Agreement plus 15% loading if their shift starts on or before 5.00am, the Area Manager must approve this.

17. WAGES CLASSIFICATION STRUCTURE & TRAINING

17.1 WAGE INCREASES

The following wage increases have been agreed throughout the life of this Agreement.

Classification	5% Increase from 1/12/08	Increase \$	4.5% Increase from 1/12/09	Increase \$	4.5% Increase from 1/12/10	Increase \$
Level 7	\$900.27	\$42.87	\$940.78	\$40.51	\$983.12	\$42.34
Level 6	\$809.97	\$38.57	\$846.42	\$36.45	\$884.51	\$38.09
Level 5	\$787.19	\$37.49	\$822.61	\$35.42	\$859.63	\$37.02
Level 4	\$765.03	\$36.43	\$799.46	\$34.43	\$835.44	\$35.98
Level 3	\$754.01	\$35.91	\$787.94	\$33.93	\$823.40	\$35.46
Level 2	\$744.77	\$35.47	\$778.28	\$33.51	\$813.30	\$35.02
Level 1	\$696.49	\$33.17	\$727.83	\$31.34	\$760.58	\$32.75

During the first year of this Agreement, the company will, after consultation and agreement with the union and employees, introduce productivity measures, such as required kilograms per man hour. Employees and the union will co-operate with the company in implementing the productivity measures before the end of the first year of this Agreement, and recognise that half of the wage increases provided for in years two and three of this Agreement will be supported by the productivity measures introduced and the relevant targets being achieved in both years two and three of the Agreement.

17.2 TRAINING ARRANGEMENTS

The company is committed to training its employees.

Vocational training shall be voluntary for existing employees except where the Company deems the training to be an essential component of their current position. Employees who undertake training shall be rewarded through their enhanced skills and through the opportunity to advance upwards through the classification structure.

Any classification dispute shall be subject to the disputes settling procedure set out in this Agreement.

Contents, design and delivery of all training shall be consistent with any industry wide competency standards that are developed.

The Employer shall not engage new employees for positions that become vacant if there are employees who are capable of completing the appropriate training as agreed in order to progress upwards through the classification structure.

Where employees desire to undertake training they shall be given the opportunity to indicate their desire to do so in a manner agreed with the Union.

If there are a greater number of persons desiring to undertake training than there are available training places, then all other things being equal, preference in access to training shall be determined by length of service with the Company. If there are special circumstances that result in the Employer wishing to depart from this practice the agreement of the Union may be sought.

As far as is practicable access to vocational training shall not be restricted by lack of literacy or numeracy skills. Rather, training and support in literacy and numeracy skills shall be delivered together with vocational training.

For existing employees to progress through the classification structure, an assessment of past experience/ training taking account of these provisions will be undertaken, which may involve further training before the employee can proceed to the next level.

In allocating training to employees the Company shall take into account the skill mix / priorities in the process of determining types of training to be conducted at a particular time and, as part of the selection criteria, may consider the likely future contribution of training a particular employee to the Company. Any worker who believes that they have not been given fair access to training may access the disputes settlement procedure through the Union.

Any dispute as to the appropriate classification of an employee, or group of employees, shall be resolved according to the settlement of disputes procedure (clause 21).

17.3 DEFINITIONS

"Induction Training" means entry-level training in the meat industry induction program as developed by the Employer and the Union including Company familiarisation as described in this clause.

"Company wide or On the Job Modules" mean skills and Organisation based training as agreed with the Union sufficient to enable an employee to carry out the skills/duties required at a particular grade. Company wide training may be enterprise and/or industry based but if enterprised based will be in line with MINTRAC established competencies, relevant ASF / AVTS levels and accredited towards a qualification that is portable and recognised across the food industry. Company wide training includes training that may be delivered on the job/in the workplace or classroom and accredited by a TAFE College or other tertiary institution or Union based training. Core skills to be developed in Company wide training are vocational skills and organisational skills including occupational health and safety, hygiene and quality standards and communications (which may include literacy and numeracy training).

"Recognised industry experience" means experience in the food processing industry and may be demonstrated through the production of appropriate documentation/certification or by completion of a competency test for the skills required at a particular grade, Any worker who feels that they have not been extended appropriate recognition or have not been properly or fairly assessed may access the disputes settlement procedure through the Union.

17.4 CLASSIFICATION - METHODS OF GRADING

Employees will be graded according to the skill, duties and responsibilities in which they undertake.

If a worker believes that he or she has been inappropriately graded or is not being provided adequate work commensurate with his or her skills, such worker may refer the matter in accordance with the Settlement of Disputes procedure (clause 21).

17.5 CLASSIFICATION STRUCTURE & PAY RATES

George Weston Foods Skills / Duties
Classification

7	<p>Take responsibility to ensure compliance with:</p> <ul style="list-style-type: none"> * quality procedures * required documentation * product specifications * safe work practices
6	<p>Perform a leadership role</p> <p>Review, monitor reports and coordinate action plans to measure performance</p> <p>Undertake leadership activities which:</p> <ul style="list-style-type: none"> * Develop a team spirit, harmony, help to set direction and an atmosphere of mutual respect. * Identify competency and resource requirements * Assist with the development of others * Assist with productivity to agreed targets * Assist with the day to day organisational process <p>Enable process improvement initiatives to be completed</p> <p>Undertakes annual performance appraisal measured against agreed Key Performance Indicators</p> <p>Active leadership in promoting a safe workplace including the elimination of hazards and unsafe acts.</p> <p>Demonstrates thorough knowledge of and ability to implement all procedures under the George Weston Foods Quality System particularly SOP's, cleaning and sanitation etc.</p> <p>Active participation in Process/Work improvement teams. Systematically trains other employees. Typically, gather information, interpret it accurately and either act on it or pass it on.</p> <p>Maintain accurate records</p>
5	<p>"Takes on a leadership role"</p> <p>Operates several pieces of equipment and/or equipment of a more Sophisticated nature according to procedures.</p> <p>Assumes major responsibilities in team work or assist or relieve Team leader or act as team leader.</p>

		Demonstrates advanced communications/negotiating skills Actively involved in the effective training of other workers
	4	Applies knowledge of OH&S, quality, and hygiene procedures Detailed understanding and the ability to effectively operate moderately sophisticated machinery according to procedures. Able to assume responsibility in teamwork. Works individually or in a team and is responsible for his or her own work subject to routine supervision. Performs work of a routine, predictable and repetitive nature, but with ability to assume a greater range of tasks or tasks involving greater responsibility observation or quality standard requirements or basic numeracy.
"An active team participant"	3	Active participation in OH&S, Hygiene and Quality activities. Basic recording skills
	2	Works individually or in a team and is responsible for his or her own work subject to routine supervision. Performs work of a routine nature according to SOP's Clear understanding of OH&S, Hygiene and Quality standards for their Area.
"Knows the rules and follows them"	1	Entry level on probation Employees go to level 2 after completion of their probationary period. Works under direct supervision either individually or in a team environment. Participates in company programs to gain an understanding of OH&S, Hygiene and Quality Standards.

During the life of this agreement, the parties will review the classification structure of employees whose employment is covered by this agreement.

17.6 WORKING IN HIGHER GRADED POSITIONS

Where an employee temporarily performs the duties of a higher graded position for a continuous period of at least one (1) week, (eg. relieving leave), they will be paid the higher rate for the entire time that they perform the higher duties.

18. SPECIAL RATES

18.1 FIRST AID

First Aid allowance will be \$38.49 in line with the agreement

18.2 HEAT ALLOWANCE

Employees working in the kitchen shall be paid a heat allowance of 65% of the Level 2 hourly rate per week from November to March (inclusive) each year.

The parties agree to review this Clause in the event that the Employer introduces installations, which reduce heat in the kitchen.

18.3 INCREASES IN ALLOWANCES

Allowances under this section shall increase annually in accordance with percentage increases in the weekly wage for a worker employed under Level 2.

19. LEAVE

19.1 ANNUAL LEAVE

Every employee, other than a casual employee, shall accrue an entitlement to annual leave of four (4) weeks per annum or 13.33 hours per month after each continuous period of 12 months service, and leave be taken within six months of falling due.

Annual Leave shall be taken in four (4) consecutive weeks or as otherwise agreed between the Company

The Company may establish Annual leave rosters and/or shall give each employee at least seven (7) days notice, or less by mutual consent, of the date from which an employee is required to take Annual Leave.

Payment shall not be made by the Company 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 except as set out below:

Upon termination of employment, payment in lieu of any outstanding annual leave entitlement (inclusive of 17.5 % leave loading, except where employment is terminated by the employee) will be paid at ordinary time rate of pay

The Company shall pay each employee in advance before the commencement of Annual leave, their ordinary pay for the period of Annual leave being taken paid at the ordinary time rate of pay.

A loading of 17.5% of the ordinary rate of pay shall be paid in addition to that amount.

Where the Annual leave or any part thereof has been taken before the right to the Annual leave has accrued, the right to further Annual leave shall not commence to accrue until the expiration of the year of employment in respect of which the Annual leave, or part has been so taken.

A Public Holiday, which falls during a period of annual leave, shall not be regarded as part of that leave. However, an employee is not entitled to payment for a Public Holiday falling during their annual leave if they are absent on the day immediately before the leave commences or the day immediately after the leave concludes, unless the employee provides a medical certificate.

'Continuous Service', means a year of employment shall be deemed to be unbroken notwithstanding:

- a. Any Annual Leave or Long Service Leave taken within that year.
- b. Any interruption or ending is made with the intention of avoiding obligations in respect of Annual Leave or Long Service Leave.

19.2 CONTINUITY OF SERVICE

In calculating service for all purposes of this Agreement,

All periods of Company paid leave granted in accordance with this Agreement shall be counted as service

Any absences from work of more than 20 days in the year of employment on account of sickness or accident or any other unpaid absence granted, imposed or agreed to by the Company shall not count as service except for long service leave.

19.3 COMPASSIONATE LEAVE

An employee (other than a casual) shall be entitled to compassionate leave on each occasion of the death of a close relative

A close relative includes a wife, husband, de facto wife or husband with whom the employee lives, father, mother, grandparents, father-in-law, mother-in-law, brother, sister, son-in-law, daughter-in-law, brother or sister in-law, child, grand child or step child.

Compassionate leave shall commence from the time that the employee, or person on behalf of the employee, informs the Company of the death and gives notice of the commencement of the leave and shall extend up to and including the day of the funeral of the close relative.

The Employer may require an employee, or person on behalf of the employee, to provide reasonable proof of the death.

An employee is entitled to pay for two ordinary days' work during the period of compassionate leave except that for the death of a grandparent or son or daughter-in-law, brother or sister in-law, the entitlement shall be for one ordinary day's work.

Applications for compassionate leave to attend a funeral of other relatives or associates can be made to the supervisor and will be considered on their merits.

19.4 JURY SERVICE

If an employee, other than a casual employee, is required to attend court as a juror, the employee shall be entitled to be paid by the Company the difference between the employees' ordinary pay and any fee received by the employee for the jury service.

Jury Service includes both actual services as a juror and attendance at court for the jury selection process.

The Employer may require the employee to produce certificates of attendance for jury service.

19.5 PUBLIC AND OTHER HOLIDAYS

Employees, except casual employees shall be entitled to the following Public Holidays without loss of pay:

Christmas Day, Boxing Day, New Years Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Melbourne Cup Day, and Union Picnic Day. If Act of Parliament or Proclamation substitute any other day for any of the above-

mentioned holidays, all employees shall be entitled to such a day in lieu of the holiday for which it was substituted.

When Christmas Day, Boxing Day or New Years Day fall on a Saturday or Sunday, the holiday shall be observed on the following Monday or, in the case of Boxing Day, on the following Tuesday.

Union Picnic Day means the third Wednesday in January of any year. The Union and Employer agree to co-operate in any proposal to change that date provided that any change is mutually acceptable to both employees and Employers and is common to the industry in Victoria.

Any employee, who is absent from work on any part of the working day immediately before or after a Public Holiday without reasonable excuse and consent of the Company, shall not be paid for that Holiday. For an absence due to sick leave, a medical certificate must be supplied to be paid for the Public Holiday

The Employer may, by agreement with any employee, pay or transfer to their Superannuation Account such employee for the portion of sick leave so accrued at the end of the year, or should the employee accrue in excess of 160 hours sick leave, that additional accrual shall be paid to the employee at the 30th September, each year.

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.

Payment for the above mentioned holidays shall be paid at the employee's ordinary rate of pay.

19.6 SICK LEAVE

An employee other than a casual employee who is absent from his/her work on account of personal illness, on account of injury by accident, or on account of illness or injury of a direct family member (legal or de facto spouse or child), shall be entitled to paid leave of absence, subject to the following limitations:

He/she shall not be entitled to be paid leave of absence for any period in respect of which he/she is entitled to Workers Compensation.

He / she shall, as soon as possible and within 4 hours of the commencement of such absence, inform the Employer of his/her inability to attend for duty and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence but in any case such notification shall be made within 4 hours of the commencement of such 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.

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 consecutive days or more to be entitled to payment for such absence.

He or she shall prove to the satisfaction of the Employer (or in the event of a dispute the matter shall be dealt with in accordance with clause 21 that he/she was unable on account of such illness or injury to attend for duty on the day or days for which leave is claimed.

Any employee eligible for sick leave shall be paid sick pay at the rate of 6 2/3 hours ordinary pay for each completed month of service.

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 paid out yearly or accumulate up to a maximum of 160 hours.

Any such leave shall be paid at the employee's ordinary rate of pay as defined in clause 17.

19.7 SPECIAL LEAVE

An employee who has completed at least three (3) years continuous employment with the Company, and who proves to the Employers satisfaction the necessity to return to the employee's country of origin may be granted a maximum of three (3) months unpaid leave of absence provided all annual leave and /or long service leave entitlements have been fully used.

Such employee will not qualify for or accumulate entitlements under this Agreement for the duration of such absence, however service shall be deemed to be continuous.

An employee who is granted leave in accordance with this clause shall not qualify for, or accumulate, any entitlements under this Agreement for the duration of such leave of absence.

The period of absence granted under this clause shall be deemed to be continuous employment for the purpose of Long Service Leave.

19.8 LONG SERVICE LEAVE

(Reference to the employer in this clause means 'the company')

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

The amount of such entitlement shall be:

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.

In addition, in the case of any 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 this clause.

In the case of any employee who has completed at least five (5) but less than seven and one half (7.5) years continuous employment with the Employer, and whose employment is terminated by the Employer for any cause, other than physical assault against a Company

employee or is terminated on account of permanent incapacity arising out of an injury which has occurred in the employ of the Employer and which has qualified for Worker's Compensation, 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.

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.

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 to 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.

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 this clause, 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 this clause, a sum equal to the amount of his or her ordinary pay for the period equalling one-sixtieth of such fractional Period.

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.

Except as provided in this clause, 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.

Notwithstanding anything in this clause, for the purpose of determining:

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,

Whether or not an employee is entitled pursuant to paragraph (a) of the sub-section (2) of Section (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.

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 the Company, provided that:

The taking of such leave may be postponed to such date as is mutually agreed or in default or agreement that matter shall be dealt with in accordance with clause 21.

In no case shall any entitlements to Long Service Leave be lost or in anyway affected by the foregoing provisions of this sub-clause or by failure or refusal of the Employer to grant this leave.

Notwithstanding anything in the last preceding sub-clause where the employment of an employee is for any reason terminated before he or she takes 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 his 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.

If an Employer and an employee so agree:

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

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.

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:

In full when the employee commences his or her leave; or

At the same time as it would have been paid if any employee were still on duty. In which case, payment shall, if the employee in writing so required, be made by cheque posted to a specified address; or

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.

Any disputes as to:

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

The rate of ordinary pay of an employee for the purposes of this Clause, Shall be determined in accordance with Clause 21.

'Ordinary Pay' is as defined in clause 1.16.

Where 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) an employee who at the time of such transaction was an employee of the transmitter in that business becomes the employee of the transmittee.

The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;

The period of employment, which the employee has had with the transmitter or any prior transmitter, shall be deemed to be in employment of the employee with the transmittee.

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

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.

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

The taking of any Annual Leave or Long Service Leave

Any absence from work of not more than forty eight (48) weeks in any year on account of illness or injury

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.

Any interruption arising directly or indirectly from an industrial dispute.

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.

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. The paragraph shall apply on and from February 1967.

The absence, not exceeding twelve (12) months, associated with the taking of parental leave pursuant to clause 19.9.

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 above all be counted as part of the period of his or her employment but any interruptions or absence of a kind mentioned in above shall not be counted as part of the period of employment.

19.9 PARENTAL LEAVE

Parental leave entitlements shall be in accordance with Section 170 KA of the Workplace Relations Act 1996 as amended from time to time.

20. OCCUPATIONAL HEALTH & SAFETY, COMPENSATION & REHABILITATION

20.1 APPLICATION OF ACT

The Occupational Health and Safety Act Victoria (2004) including all Codes of Practice and Regulations made under the Act shall apply to the company.

20.2 PROTECTIVE CLOTHING

The Employer shall provide all employees with clean outer clothing, clean head covering and waterproof boots as required. 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.

The Employer shall provide to employees whose normal working area has an ambient temperature of 4 degrees C or less, a freezer suit, gloves, overalls, thermal underwear, socks and freezer boots.

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

20.3 FIRST AID

The Employer shall maintain a Medical Centre in accordance with the Code of Practice (First Aid in the Workplace), made pursuant to the Occupational Health and Safety Act Victoria (2004).

20.4 REGISTER OF INJURIES

The Employer shall keep a register of injuries in an accessible place and employees will be encouraged to notify all injuries in the book.

The Health and Safety Representative will have access to the injury book and may accompany any injured employee who wishes to register an injury in the book.

When notifying an injury the employee and / or Health and Safety representative will ensure that the injured employee records their name and address, nature of injury and date of injury, or in the case of gradual process injury the approximate date when the symptoms were noticed, in the register of injuries.

20.5 AVAILABILITY OF CLAIM FORMS

The Employer shall ensure that claim forms for workers compensation are readily available to employees who wish to lodge a claim.

20.6 ASSISTANCE FROM REPRESENTATIVE AND COPY OF CLAIM FORM

The Employer shall permit the Health & Safety representative or Work's Delegate to assist the employee in completing the claim form with the employee's consent.

The Employer shall provide a copy or photocopy of the claim form to the employee and, with the employee's consent, to the representative of Work's Delegate.

20.7 EMPLOYER SHALL NOT DISMISS INJURED WORKER

The Employer shall not refuse to receive the claim for compensation or dismiss an employee for giving notice of injury or pursuing a claim for compensation.

20.8 PAYMENT OF SICK LEAVE PENDING RESOLUTION OF CLAIM

Where liability for a claim is not accepted either by the Employer or the insurer, and the employee has accrued sick leave entitlements, the Employer shall commence to pay sick leave in the next pay period after the presentation of a certificate of incapacity.

20.9 PAYMENT IN NEXT PAY PERIOD

Where a claim is accepted weekly payments and accident make-up pay shall commence in the next pay period after the claim is accepted.

20.10 MAKE-UP PAY

Subject to the conditions outlined in this Clause an employee who qualifies for worker's compensation under the relevant State Legislation will receive as accident pay an amount equal to the difference between the total amounts received as workers compensation payments and the minimum weekly payment applicable to the employee's classification.

Payment under this Clause is conditional upon the employee accepting suitable work in accordance with the terms of any treating doctor's certificate issued in respect of the relevant accident. This may include work on duties or in a classification different from the employee's normal duties or classification.

No payments shall be made for any injury arising out of an accident 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 Company's premises.

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.

No payment shall be made in respect of any absence following a recurrence of injury arising out of employment with another Employer.

No payment shall be made in respect of any period of other paid leave of absence.

Payment under this Agreement is limited to a maximum of 52 weeks on account of any one injury.

In the case of termination of employment by the Employer, payment shall continue until the balance of the employee's current entitlement has expired.

An employee on engagement may be required to declare all workers' compensation claims made in the previous five (5) year, and in the event of false information being deliberately and knowingly declared the Employer may require the employee to forfeit the entitlement to payment under this Agreement.

Where there is 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.

Entitlement under this Agreement shall cease on the death of any employee.

In the event of any dispute arising as to 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 referred to the Commission whose decision shall be final.

The parties agree to discuss changes to this part of this Agreement if either party believes that such discussions are warranted due to the introduction of the Accident Compensation (Work Cover) Act 1992 or due to changes in the method of implementing the said Act.

20.11 REHABILITATION

The parties agree to abide by the Rehabilitation Agreement, which is appended to this Enterprise Agreement.

21. SETTLEMENT OF DISPUTES

In the event of a dispute the Union Delegate concerned shall confer with the senior supervisor of the department. Failing a settlement, the delegate shall notify the Work's Delegate and the Supervisor shall notify the Production Manager after which the Works Delegate with the Delegate concerned shall negotiate with the Production Manager.

Failing settlement, the Works Delegate shall convene a meeting of the Shop Committee; a delegation from the meeting shall negotiate further with the Human Resources Manager or other senior nominated manager.

Failing a settlement of the dispute, the Works Delegate shall notify the Victorian Branch of the Australasian Meat Industry Employees' Union for the purpose of further negotiations between the company, the Shop Committee or its representatives and representatives of the Australasian Meat Industry Employees' Union,

Work shall continue throughout all negotiations.

If agreement still cannot be reached, the matter shall be taken to the Commission or other appropriate body as agreed

Both parties reserve the right to notify the appropriate Tribunal should the above provisions not be carried out.

The Company and the Union agree that in the event of any dispute concerning the termination of an employee under Clause 2.11 the matter will be taken to the Commission for determination. The Company and the Union agree they will accept the jurisdiction and the decision of the Commission as constituted subject to the appeal rights under the Act and the Union will not support any other legal action in any other jurisdiction.

22. SIGNATORIES

Signed for and on behalf of George
Weston Foods

/ /

J.Borg
Human Resource Manager

in the presence of

/ /

Witness

Signed for and on behalf of THE
AUSTRALASIAN MEAT
INDUSTRY EMPLOYEES' UNION

/ /

G.BIRD
STATE SECRETARY
VICTORIAN BRANCH AMIEU

In the presence of

/ /

Witness

Appendix 1.

REHABILITATION AGREEMENT

This is an agreement between George Weston Foods (the Employer) and the Australasian Meat Industry Employees' Union (the Union).

The aim of rehabilitation is to return injured workers to their full potential within their community, family and employment.

The primary aim of this rehabilitation agreement is to return injured workers to their full working potential at the job in which they were originally employed. Failing that, the aim is to retrain injured workers to perform other jobs within the workplace.

The Employer and the Union shall positively co-operate in rehabilitation programs designed to provide for the early and effective rehabilitation of injured workers under the following guidelines:

1. All rehabilitation undergone by the worker must be voluntary, however Work Cover payments may be stopped if a worker refuses to participate in rehabilitation
2. Injured workers have the right to choose their own doctor and rehabilitation provider.
3. The Employer shall consult with the Union and develop an agreed list of approved rehabilitation providers to whom workers may be referred.
4. The Employer shall allow access to approved rehabilitation providers for the following purposes assessing suitability of the job; in response to a request from the worker or for any other purpose related to the rehabilitation of the worker.
5. The Employer and Union will promote the need for co-operation and assistance in relations to a rehabilitation program amongst the entire workforce. To this end, the Employer will provide paid trade Union training leave for delegates and Health and Safety representatives to attend approved rehabilitation courses as nominated by the Union.
6. The Employer and the Union shall encourage the early reporting of injuries and co-operate in early rehabilitation programs, including programs for workers whose claim has not resulted in any lost time off work.
7. The rehabilitation process shall not have a definite time period imposed, but shall be monitored according to the progress of each individual worker. Return to work plans agreed to by the worker, Union, Employer and rehabilitation provider will include target dates for completion and/or review.
8. The Union shall be consulted by the Employer and rehabilitation provider before any return to work under a rehabilitation program commences.
9. In the case of Employer or worker disagreement over any aspect of rehabilitation program, discussion will be held between the Union, Employer, rehabilitation provider and the worker to resolve the problem.

10. The Employer shall not at any time request or demand in written or verbal form access to the worker's medical records, nor consult the treating doctor without the workers knowledge.
11. In consultation with the Union, adequate staffing levels will be maintained during an incapacitated worker's absence. Due to the seasonal nature and production requirement of Don Smallgoods, it is acknowledged that automatic replacement of incapacitated workers will not always occur.
12. The Employer shall not contact an incapacitated worker at home unless a method has been agreed to between the Union and the Employer and in such a case the Employer shall comply with the terms of the agreed method of contact.
13. The Employer in consultation with the Union shall where practicable undertake any workplace or individual workstation modification recommended by an approved rehabilitation provider. Such modifications shall be undertaken as agreed between the Union and the Employer, but in any case before the incapacitated worker returns to the job.
14. A worker returning to work on a trial basis shall be permitted to cease work at any time for the purposes of seeking further advice from a doctor, rehabilitation provider or Union. Before leaving the workplace, the worker shall report to the OH&S Nurse, or, if the nurse is absent to the Supervisor.
15. All offers of suitable employment made to the Employer will be made in writing and will include a detailed description of the job offer and the remuneration applicable and be in a accord with recommendations made by the rehabilitation providers and/or the workers doctor.
16. The Employer shall make every effort to find selected duties in line with the incapacitated worker's doctor or rehabilitation providers recommendation.
17. The duties of an incapacitated worker undergoing a trial return to work shall be monitored by the worker's treating doctor or rehabilitation provider to ensure the work does not aggravate the injury. No alteration or change to the duties will be made without prior consultation with the worker's rehabilitation provider or treating doctor and the Union.
18. Where a worker returns to work but has incapacity, such workers shall usually be regarded as 'additional' to existing staff requirements unless special circumstances exist in accordance with the treating doctors recommendations.
19. A worker returning to work on reduced hours shall be entitled to rest and meal breaks consistent with the provisions of the George Weston Foods, Australasian Meat Industry Employees' Union Enterprise Agreement 2002.
20. Workers will not have their services terminated while they are in an agreed approved rehabilitation program or during a long-term disability where there is potential for rehabilitation.
21. If a worker who has returned to work on a rehabilitation program withdraws his/her labour through industrial action, the Employer's contribution to that workers payment will not be paid for the duration of that industrial action.
22. Where a worker has been involved in a rehabilitation program and it is agreed by the worker, the rehabilitation provider, the Union and the Employer that they have reached their

full potential but are unable to perform the same duties as before their injury, the Employer shall retrain that worker where possible for agreed permanent suitable alternative duties.

23. A monitoring committee comprised of Union and management representatives will be formed to monitor the implementation of this Agreement and oversee all individual rehabilitation programs to ensure timely and effective rehabilitation of injured workers, with paid time as requested.

The monitoring committee shall meet at least once a month, or as required. Where necessary the departmental delegates and supervisors are to be seconded onto the committee.