
**FREWSTAL PTY LTD
AND
THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION
VICTORIAN MEAT PROCESSING AGREEMENT 2007**

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1. THE AGREEMENT

1.1 TITLE

This Agreement shall be known as the Frewstal Pty Ltd and the Australasian Meat Industry Employees' Union Victorian Meat Processing Agreement 2007.

1.2 DEFINITIONS

- (a) "Act"
means the *Workplace Relations Act 1996 (C'th)*
- (b) "Agreement"
means this agreement, namely the *Frewstal Pty Ltd and the Australian Meat Industry Employees' Union Victorian Meat Processing Agreement 2007*.
- (c) "Commission" means the Australian Industrial Relations Commission.
- (d) "Juvenile"
shall mean a person under eighteen years of age.
- (e) "Union"
means the Victorian Branch of the Australasian Meat Industry Employees' Union.
- (f) "Week"
means the worker's ordinary working week.
- (g) "Transmission"
for the purpose of Long Service Leave includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.
- (h) "Employer"
means Frewstal Pty Ltd

1.3 APPLICATION OF AGREEMENT

- (a) The parties to this Agreement, made in accordance with section 328 of the Act, are the Employer and the Union.
- (b) This Agreement is binding on:
 - (i) the Employer;
 - (ii) the Union; and
 - (iii) employees of the Employer
 - (iv) Victoria who are or are eligible to be members of the Union.
- (c) This Agreement shall apply in relation to any employment to which it is applicable to the exclusion of the provisions of the Victorian Meatworkers and By-Products Agreement Award and any agreement based thereon, the Federal Meat Industry Award 1981 as varied and any award varying or replacing those awards or any other award.

1.4 DURATION AND RENEWAL

- (a) This Agreement shall come into operation from the beginning of the first pay period commencing on or after 22nd August 2007 and shall continue in force until 22nd August 2010

1.5 WAGE INCREASES/NO EXTRA CLAIMS

- (a) The Schedule of Pay Rates to this Agreement sets out the applicable rates of pay for the duration of this Agreement.
- (b) The rates of pay applicable from the commencement of this Agreement include an increase of 4% on previously applicable rates of pay.
- (c) The rates of pay applicable from beginning of the first pay period commencing on or after 22nd August 2008 include an increase of 3%.
- (d) The rates of pay applicable from beginning of the first pay period commencing on or after 22nd August 2009 include an increase of 3%.
- (e) It is a condition of this Agreement that the Union and its members employed by the Employer undertake not to pursue any extra claims for the duration of this Agreement except when consistent with the terms of this Agreement.

1.6 OBJECTIVE

- (a) The parties to this Agreement are committed to:
 - (i) continuing an harmonious industrial relations environment through a commitment to consultation;
 - (ii) increasing the efficiency and productivity of the Employer's business to assist its international and domestic competitiveness; and
 - (iii) working together to increase the job security, job satisfaction, training opportunities and access to higher paid jobs and career paths for employees.
- (b) In meeting these objectives the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. Such an agenda will include:
 - (i) continuous review of work and management practices affecting efficiency and job satisfaction at a plant level;
 - (ii) measures designed to improve plant utilisation and ensure security of employment;
 - (iii) training issues including review of skill requirements, incentives for training, implementation of training programs and multi-skilling; and
 - (iv) occupational health and safety issues with a view to reducing the number of injuries and illnesses suffered by employees including the provision of appropriate safety equipment and apparel and the development of rehabilitation programs.
- (c) Matters relating to significant changes in technology including structure of operations, or other exceptional circumstances, shall be considered by the parties by way of consultation. If, as a result of this consultation, changes to this Agreement are necessary, the parties will cooperate to implement these changes in accordance with Division 8 of Part 8 of the Act.
- (d) For the purposes of clause 1.6, it is recognised that the role of the Union is limited to representation of employees who have authorised such representation.

1.7 POSTING OF AGREEMENT

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

1.8 SINGLE BARGAINING UNIT

- (a) This Agreement has been negotiated directly between the parties through a consultative process involving the Union including its officers, delegates and the employees of the Employer. Senior management and management directly involved with the processing operations have represented the Employer in the consultative process.
- (b) This Agreement is a complete document in respect of terms and conditions of employment of persons employed by the Employer to whom the Agreement applies and there shall be no reference to any other agreement. Any matter not covered in this Agreement shall be referred to the Consultative Committee established pursuant to Clause 7.1.

2. CONDITIONS OF EMPLOYMENT

2.1 CONTRACT OF EMPLOYMENT

2.1.1 All Employees

- (a) **Engagement**
An employee shall be informed when engaged of the nature of his or her engagement whether as a regular daily employee, whether as a time worker or piece worker and whether as a weekly or casual employee.
- (b) **Medical Examination**
Employees required to be medically examined in order for the Employer to meet the standards imposed by its customers shall submit to routine medical examinations and certification as required by those standards provided that such medical examinations and certification shall be used for no other purpose and all expenses relating to such examinations shall be paid for by the Employer.

2.1.2 Regular Daily Employees

- (a) **Engagement**
All employees, other than butchers, drivers and driver's assistants, lumpers, breakers up, loaders and casuals shall be engaged as regular daily employees on either time work or piece work.
- (b) **Loading**
Regular daily employees shall receive a 10% loading for regular daily hire and the rates of pay in the Schedule of Pay Rates include the 10% loading.
- (c) **Continuation of Employment**
The engagement of regular daily employees shall continue each day unless informed by the Employer as set out in (d) below.
- (d) **Termination**
 - (i) When either the Employer or a regular daily employee decides to terminate the employment for reasons other than those described in Clause 2.1.6(d) (Summary Dismissal), the notice shall be given before 9.00am on the day of the intended termination.
 - (ii) In such cases, all monies due (other than any long service leave payments) shall be available for the employee no later than the end of the actual working

day or, at the employee's option, forwarded to the employee by post on the next working day.

- (iii) In the event of the employee failing to give such notification, the employee shall be paid all monies due on the working day following such notification.

2.1.3 Weekly Employees

(a) Engagement

In the case of drivers and driver's assistants, breakers up, loaders and lumpers, employment shall be by the week.

(b) Termination

- (i) Employment shall be terminated, apart from under Clause 2.1.6(d), only by the Employer giving the period of notice stipulated in the following table:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 Weeks

The above period of notice is to be increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with the Employer. Such notice shall be given at any time during the week but if given at any time within the employee's ordinary working hours shall apply from the usual finishing time for the day except where payment is made in lieu of notice, in which case time is calculated from the time of the notice. In lieu of one week's notice, the Employer may pay one week's wages (or the equivalent where longer periods of notice are required), and vice versa.

- (ii) An employee will give the Employer one week's notice of termination.
- (iii) A weekly employee leaving his or her employment without notice shall forfeit forty (40) hours wages which may be deducted from wages, other than wages for annual leave accrued but not taken, due.

2.1.4 Casual Employees

(a) Engagement

A casual employee shall be engaged by the day and his or her employment shall cease at the end of each day.

- (b) Employees may be employed as casuals for a period or periods as determined by the Consultative Committee established pursuant to Clause 7.1 of this Agreement.

(c) Loadings

- (i) A casual time work employee engaged to perform work in a section where weekly engagement operates shall be paid one-fifth (1/5) of the weekly rate for the classification he or she is engaged under as prescribed in this Agreement, plus 25% of such rate for each day or shift.
- (ii) A casual time work employee engaged to perform work in a section where daily engagement operates shall be paid the regular daily rate for the

classification he or she is engaged under as prescribed in this Agreement plus 25% of such rate for each day or shift.

- (iii) A casual piece worker shall be paid at the rate prescribed in this Agreement for the type of work he or she performs on the day or shift plus 25% of his or her earnings for the day.
- (iv) The 25% additional payment is compensation for casual employees for Holidays, Annual Leave, Sick Leave, Compassionate Leave and Long Service Leave.

2.1.5 Deductions

- (a) An employee not attending to or not performing his or her duty shall, except where otherwise expressly provided for in this Agreement, lose his or her pay for the actual time of such non-attendance or non-performance.
- (b) Subject to Clause 3.2 (Waiting Time) the Employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed because of:
 - (i) any strike; or
 - (ii) through any breakdown of machinery; or
 - (iii) any industrial disputes by employees of authorities or organisations responsible for the supply of electricity, water, gas, sewerage or other services essential to the continuance of the meatwork's operations for which the Employer cannot reasonably be held responsible.

2.1.6 Warnings/Dismissals

- (a) Should an employee be accused of faulty and/or inefficient work or unwarranted absenteeism then the Employer shall serve a warning notice on that employee of the allegation in the presence of a witness of the employee's choice.
- (b) If the circumstances referred to in paragraph (a) hereof occur on a second occasion another notice will be issued.
- (c) If following a second notice, a further allegation of faulty and/or inefficient work or unwarranted absenteeism is made and proven then a notice of termination shall be issued to that employee.
- (d) Nothing in this Agreement shall affect the right of the Employer to summarily dismiss an employee without notice as provided for under paragraph (a) above for malingering, gross inefficiency, neglect of duty or proven misconduct. In such a case wages shall be paid up to the time of dismissal only.
- (e) The warning notices issued pursuant to paragraphs (a) and (b) shall apply for a period of time as agreed through the Consultative Committee.

2.1.7 Pieceworkers' Alternative Employment

In respect to a piecework employee where work is no longer available in an employee's classification and the employee declines alternative employment, the employee will not forfeit any entitlements under this Agreement.

2.1.8 Seniority

Seniority will continue to be applied as agreed through the Consultative Committee recognising that employees being employed on the basis of seniority must have the skills required for the jobs available.

2.2 WORK TO BE PERFORMED

- 2.2.1 The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with his or her classification and any direction issued by the Employer shall be consistent with the Employer's responsibility to provide a safe and healthy work environment.
- 2.2.2 Employees shall perform such work as the Employer or his or her representative requires on the days and during the hours usually worked by the class of employee so affected.
- 2.2.3 All work performed under this Agreement shall be carried out to the satisfaction of the Employer.
- 2.2.4 With respect to pieceworkers:
- (i) employees will perform their duties in accordance with existing arrangements with regard to methods of work and other arrangements;
 - (ii) slaughterers shall remove skins and hides free from cuts and tears;
 - (iii) in the case of boners and slicers, work will be performed to a standard acceptable to the Employer provided the Employer presents meat for boning in a boneable condition.
- 2.2.5 If there is a hold-up in work for any reason whatsoever, subject to Clauses 3.2 (Waiting Time) and 3.3 (Work On Time), then at the request of the Employer, the employees shall resume work in time to complete the tasks commenced and avoid any loss in production.

2.3 CHANGES TO SYSTEMS AND METHODS OF WORK

- 2.3.1 General decisions regarding methods of work, production processes, waste minimisation, introduction of machinery or new technology which may affect manning and tallies covered by this agreement, shall be made following consultation with the Consultative Committee established under Clause 7.1.
- 2.3.2 If the Employer contemplates an entirely new method of processing within the establishment, such as installation of machines or new technology, it will give the Union seven (7) days notice in writing in addition to consulting with the Consultative Committee pursuant to Clause 7.1.

2.4 HOURS OF WORK

- 2.4.1 Except as provided elsewhere in this Agreement, the ordinary hours of work for all employees, other than casuals, shall be thirty-eight (38) hours per week.
- 2.4.2 The actual ordinary working hours shall not exceed eight (8) hours on any day or forty (40) hours in any week, to be worked in the case of employees other than shift workers on five (5) days of the week, Monday to Friday inclusive, between the hours of 6.00am and 5.30pm subject to Clause 10.1.1 (Piece Work Provisions - Hours of Work).
- 2.4.3 The ordinary working hours for employees other than shift workers in the By Products and Droving departments shall not exceed eight (8) hours on any day Monday to Saturday inclusive between the hours of 6am and 6pm and shall not exceed forty (40) hours in any week.

2.5 ROSTERED DAYS OFF

2.5.1 Entitlement

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

2.5.2 Payment

- (a) Payment for the "day off" will be calculated on the following basis.
 - (i) Each employee shall accrue a money credit based on one-nineteenth (1/19th) of actual ordinary earnings paid each day (excluding rostered or deferred days off).
 - (ii) Any paid absence from work shall accrue a money credit based on one-nineteenth (1/19th) of the actual amount paid for such absence. This includes regular payments received whilst an employee is receiving workers compensation and/or in receipt of make up pay pursuant to clause 3.4, but excludes rostered or deferred days off.
- (b) Each employee will accrue a time credit on the basis on one-nineteenth (1/19th) of each calendar day, Monday to Friday (excluding rostered or deferred days off).
- (c) A day's pay for the purposes of a "day off" will be calculated by adding the amount of money accrued in the twenty (20) day work cycle and dividing it by nineteen (19).
- (d) Payment for the day off will use the formula prescribed in 2.5.2(a)(b)&(c), averaged over the previous 12 month period 22/8/06 to 22/8/07 and adjusted on each anniversary of that date.

2.5.3 Pay Out of Entitlement

Payment shall not be made by the Employer to an employee in lieu of any accumulated "day off" to which the employee is entitled under this Clause nor shall any such payment be accepted by the employee, except that an entitlement accumulated in accordance with clause 2.5.1 shall be paid to the employee on the termination of engagement for any reason or in accordance with clause 2.5.4 ©.

2.5.4 Rostering/Accumulation of RDO's

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

2.5.5 Implementation

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

2.6 STARTING AND FINISHING TIMES

2.6.1 Within fourteen (14) days of the coming into operation of this Agreement and forthwith upon any subsequent alteration of starting and finishing times, the Employer shall notify the Consultative Committee of the starting and finishing times of:

- (a) ordinary hours of work for the general body of employees in each department; or
- (b) the first employee to start in a team; or
- (c) a group of employees where the nature of the work involves a staggered start; and
- (d) any special starting and finishing times of ordinary hours of employees engaged on preparatory work or on finishing off or cleaning up, or on shift work.

2.6.2 No alteration of such starting or finishing times shall be made for any period of less than one week.

2.6.3 Any dispute arising as to starting and finishing times fixed under 2.6.1 hereof shall be determined in accordance with Clause 7.2 (Settlement of Disputes).

2.7 SHIFT WORK AND WORK ON WEEKENDS AND PUBLIC HOLIDAYS

2.7.1 Introduction of Shift Work

- (a) Shift work, other than that provided by this clause, may be introduced by the Employer to meet the needs of the particular establishment after consultation with the Consultative Committee.
- (b) Shift work may not be introduced for less than five (5) consecutive working days.
- (c) Nothing in this clause shall restrict the right of the Employer to request an employee to work overtime or to work an additional shift due to the non-attendance of an employee in the department.
- (d) For the purpose of clause 2.7, "afternoon shift" shall mean a rostered shift finishing after 5.30 p.m. and at or before midnight, and "night shift" shall mean a shift other than a rostered shift or afternoon shift.

2.7.2 Shift Allowances

- (a) Permanent "afternoon shift" employees shall receive an additional 15% per week.
- (b) Permanent "night shift" employees shall receive an additional 27 ½% per week.
- (c) Rotating shift employees working "afternoon shift" shall receive an additional 12 ½ % per week.
- (d) Rotating shift employees working "night shift" shall receive an additional 25% per week.

2.7.3 Droving

Employees on shift work required to work on a Saturday as part of their forty (40) hours in any week shall be paid for such Saturday work at time and a quarter based on the ordinary rate plus the shift work allowance.

2.7.4 Load Out and Transport

- (a) Employees whose ordinary hours of work finish at or before twelve (12) noon shall:
 - (i) be paid the ordinary rate plus 25% thereof (included for the purposes of Annual Leave and Long Service Leave); and
 - (ii) be allowed a crib time of not more than thirty (30) minutes at a mutually agreed time. Such crib time shall count as time worked and in lieu of the provisions of Clause 2.10 (Meal Times) and Clause 8.2 (Rest Periods).
- (b) Employees whose ordinary hours of work finish after twelve (12) noon shall:
 - (i) be paid time and one half for all ordinary hours worked prior to 7.00am; and
 - (ii) where applicable, be entitled to the provisions of Clause 2.10 (Meal Times) and Clause 8.2 (Rest Periods) or, in lieu, a paid crib time as provided in part (a)(ii) hereof.

2.7.5 Cleaning

The ordinary hours of a shift employee shall not exceed forty (40) per week to be worked in five shifts of no more than eight (8) hours each. Such shifts shall be worked on five (5) days Monday to Friday.

2.7.6 Work On Weekends and Public Holidays

(a) Saturday Work

With the exception of employees employed on shift work in the Droving departments, all work performed on a Saturday shall be paid for at time and a half for the first two and a half (2 1/2) hours and double time thereafter provided that employees required to work on Saturday shall be guaranteed a minimum of two and a half (2 1/2) hours pay calculated at the appropriate penalty rate.

(b) Sunday Work

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

(c) Public Holidays

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

2.8 REDUNDANCY

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

2.8.2 The Employer will consult with the Consultative Committee immediately when a decision under 2.8.1. hereof is made:

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

2.8.3 (i) In the event that employees are to be terminated in the circumstances referred to in clause 2.8.1, the following payments shall be made:

- * less than 1 year 0 weeks
- * 1 years but less than 2 1 weeks

*	2 years but less than 3	2 weeks
*	3 years but less than 4	3 weeks
*	4 years but less than 5	4 weeks
*	5 years but less than 6	5 weeks
*	6 years but less than 7	6 weeks
*	7 years but less than 8	7 weeks
*	8 years but less than 9	8 weeks
*	9 years but less than 10	10 weeks
*	10 years but less than 11	12 weeks
*	11 years but less than 12	14 weeks
*	12 years but less than 13	16 weeks
*	13 years but less than 14	18 weeks
*	14 years but less than 15	20 weeks
*	15 years but less than 16	22 weeks
*	16 years and over	24 weeks

- (ii) Employees 45 years and over shall receive 1 week extra payment.
- (iii) The period of notice will be one (1) week and paid in lieu.
- (iv) Pro rata payment will be made for each completed month of an uncompleted year, excluding the first twelve (12) months.
- (v) Payment shall be at the rate of pay defined in Clause 5.3 (Long Service Leave).

2.8.4 In the event that employees are terminated on the basis they will be re-employed and are subsequently not re-employed within eight (8) months, this clause shall apply with an additional payment of 10% of the amount payable under the Schedule of Rates.

2.8.5 Employees who receive payments under paragraph 2.8.3 hereof shall be considered for employment on the same basis as new recruitment to the Employer.

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

2.8.7 Transmission of Business

(a) Where a business is before or after the date of this Agreement transmitted from the Employer (hereinafter called "the transmitter") to another employer (hereinafter called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:

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

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

2.9 PAYMENT OF WAGES

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

- 2.9.2 Wages shall be paid by cheque or by deposit of those wages in a bank account or other similar account to be nominated by the employee.
- 2.9.3 The cashing of cheques shall be during the employee's time.
- 2.9.4 On each pay day each employee shall receive a statement on the pay envelope or pay slip showing the total amount of ordinary wages, overtime and any other payments and all deductions therefrom, in respect of all such moneys paid to him or her.
- 2.9.5 The Employer shall not keep more than two days pay in hand unless it is agreed through the Consultative Committee that no more than three (3) days pay be kept.
- 2.9.6 Wages due to a casual employee shall be paid immediately on termination of work each day the employee is so engaged if so requested by the employee.

2.10 MEAL TIMES

- 2.10.1 A period of one hour shall be allowed to all employees no later than five (5) hours after commencing work. A midday meal break shall be allowed commencing at any time between 11.00am and 2.00pm. Notwithstanding anything elsewhere contained in this clause, employees may by mutual consent be allowed either half an hour or three quarters of an hour for each meal interval.
- 2.10.2 The time of meal breaks shall be fixed by the Consultative Committee and shall not, except in any emergency, be altered unless twenty four (24) hours notice is given to the employee concerned.
- 2.10.3 An employee called upon to work during a meal break shall be paid overtime rates for the period so employed and such overtime shall continue until a meal break is allowed.
- 2.10.4 Notwithstanding anything elsewhere contained in this clause, shift workers shall be allowed a crib time of not less than twenty (20) minutes nor more than thirty (30) minutes which shall be counted as time worked and paid accordingly.

2.11 EMPLOYEE FACILITIES

The Employer shall provide the following facilities for employees.-

- (a) Boiling water in sufficient quantities to make an adequate supply of hot drinks for each employee immediately each meal break or rest break commences.
- (b) Changing rooms, dining rooms, toilets, wash basins, showers, etc., in accordance with the provisions of the Code of Practice for Workplaces made pursuant to the *Occupational Health and Safety Act 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.

2.12 EMPLOYEE LIABILITY

- 2.12.1 If the Employer is 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, the Employer shall not claim from such employee so alleged to have been negligent, contribution or indemnity in respect of any such damages for which the Employer is sued.

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

2.13 JUVENILES

- 2.13.1 Provided, that where there is no express provision in this Agreement that juveniles may be employed on a particular task, the Employer shall consult with the Consultative Committee as to the suitability of such tasks for juveniles.
- 2.13.2 Except as provided in this clause, and unless a contrary intention appears, the terms and conditions prescribed by this Agreement shall apply to juveniles as well as adults.

3. ADDITIONAL PAYMENTS

3.1 OVERTIME

3.1.1 General

It is a condition of engagement and of employment that the Employer may require an employee to work reasonable overtime (including overtime on Saturdays, Sundays and public holidays) at overtime rates and such employee shall work overtime in accordance with such requirements.

3.1.2 Pieceworkers

Pieceworkers may be asked to do Saturday work on a voluntary basis in which case a minimum of 4 hours shall be guaranteed and payment shall be at time and a half for the first two and a half (2½) hours and double time thereafter based on units processed. Any proposal for Saturday work shall be raised in the Consultative Committee prior to any Saturday work being commenced.

3.1.4 Day Workers

All time worked outside the ordinary hours of work on any day shall be deemed to be overtime and shall be paid for at time and one half for the first two and one half (2 1/2) hours and double time thereafter.

3.1.5 Shift Workers

All time worked outside eight hours on any shift as prescribed in Clause 2.7 except in relation to Load Out and Transport shall be paid for at time and one half for the first two and a half (2 ½) hours and double time thereafter based on the ordinary rate of pay. In addition, for each hour of overtime there shall be paid the same amount of shift work allowance that the employee was receiving for each hour of ordinary time for the shift worked prior to working overtime.

3.1.6 Drivers and Penners Up

- (a) An employee called back to work after the time of ending work shall be paid at the rate of time and one half of all work done, subject to a minimum payment for three (3) hours at overtime rates.
- (b) All work outside the times of beginning and ending work referred to in Clause 2.4.2 (Hours of Work) shall be paid for at time and one half. All work in excess of eight (8)

hours on Monday to Friday shall be paid for at time and one half for the first two and a half (2 ½) hours and double time thereafter.

3.1.7 Load Out and Transport

All time worked in excess of eight (8) hours on any day shall be deemed to be overtime and shall be paid for at time and a half for the first two and a half (2 ½) hours and double time thereafter based on the ordinary time rate of pay exclusive of any allowance, loadings or additional payments provided by this Agreement.

3.2 WAITING TIME

3.2.1 When delays or interruptions to work occur, other than due to a cause as specified in 3.2.2 hereof, waiting time shall be paid and calculated by the method prescribed in 3.2.3. hereof

3.2.2 Waiting time shall not be payable where the delays or interruptions are due to:

- (a) proven stoppages of work whether within the section of the works where waiting time is claimed or other sections of the works;
- (b) proven faulty work;
- (c) proven acts of negligence or misconduct by employees, not being employees on the salaried staff of the Employer; and
- (d) industrial disputes by employees of authorities or organisations responsible for the supply of electricity, water, gas, sewerage or other essential services to the continuance of the meatworks' operations;

or any other incidental outside the control of Frewstal.

3.2.3 Waiting time payments shall be calculated on the basis of the speed of the chain at the time the waiting period commenced.

3.3 WORK-ON TIME

3.3.1 If on any day the tally required has not been achieved as a result of delays or interruptions to work for which waiting time has been paid, piece-workers shall continue to work until tally is completed or until the expiration of the hours of work prescribed in this Agreement for those employees to complete maximum tally.

3.3.2 Stock up to a maximum number which equals the number of head difference between "low" and "high" tally at the works concerned that are treated outside the hours specified for achieving low tally shall be credited with payment at the rate provided for stock treated in excess of "low" tally, except that stock to which that payment already applies.

3.3.3 If at the completion of the ordinary hours of work the tally required for the day has not been achieved as a result of delays or interruptions to work for which waiting time has not been paid, pieceworkers shall continue to work until tally is completed or until the expiration of the hours of work specified for maximum tally. In these circumstances no additional payments shall be made, except to that stock to which the payment already applies.

3.3.4 In the event of a delay or interruption to work occurring after the last carcass for the day has been stuck, or in respect to which boning has commenced, the necessary pieceworkers shall remain to complete the processing of all carcasses. In these circumstances each pieceworker shall receive payment for the tally treated as provided in this clause plus payment for the period of delay or interruption at the rate prescribed in Clause 3.2 (Waiting Time) plus 50 per cent.

3.4 MAKE UP PAY

- 3.4.1 Subject to the conditions outlined in this clause, an employee who qualifies for workers' compensation under the relevant State legislation will receive an amount equal to the difference between the total amounts received as workers' compensation payments and the minimum payment applicable to the employee's classification.
- 3.4.2 No payment under this clause shall be made for the first three (3) days of an absence for which workers' compensation is claimed.
- 3.4.3 Payment under this clause is conditional upon the employee accepting suitable work in accordance with the terms of any doctor's certificate issued in respect of the relevant accident. This may include work on duties or classifications different from the employee's normal duties. If there is a dispute between doctors' certificates as to the suitability of work, payment shall be made pending resolution of the issue by an appropriate board or tribunal.
- 3.4.4 No payment shall be made for any injury occurring during the first month of employment with the Employer, except where the injury is visual, or where medical evidence shows to the satisfaction of the Employer, or in the absence of agreement between the parties concerned, to the satisfaction of an independent medical practitioner jointly agreed by the parties, that the injury occurred while in the employ of the Employer. This sub-clause shall not apply to employees resuming employment when required following a period of retrenchment.
- 3.4.5 No payment shall be made for any injury arising out of an incident where the injured employee is knowingly in breach of, or refuses to comply with any statutory regulation, Agreement provision, or any policy, procedure or instruction relating to safe working practices at the establishment concerned.
- 3.4.6 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.
- 3.4.7 No payment shall be made in respect of any absence following a recurrence of injury arising out of employment with another employer.
- 3.4.8 No payment shall be made in respect of any period of other paid leave of absence.
- 3.4.9 Payment under this Agreement is limited to a maximum of thirty (30) weeks in any twelve (12) month period.
- 3.4.10 In the case of termination of employment by the Employer, payment shall continue until the balance of the employee's current entitlement has expired.
- 3.4.11 An employee on engagement may be required to declare all workers' compensation claims made in the previous five (5) years, and in the event of false information being deliberately and knowingly declared, the Employer may require the employee to forfeit his entitlement to payment under this Agreement.

- 3.4.12 Where there is a redemption of weekly compensation payments under the relevant State legislation the Employer's liability to pay accident pay shall cease as from the date of such redemption.
- 3.4.13 Entitlement under this clause shall cease on the death of any employee.
- 3.4.14 In the event of any dispute arising out of the entitlement of any employee to payment of accident pay in accordance with the provisions of this Agreement the matter shall, if required by either party to this Agreement, be resolved in accordance with the dispute procedure set out in Clause 7.2.

3.5 GUARANTEED MINIMUM PAYMENT

- 3.5.1 Regular daily employees who present themselves for work in accordance with the provisions of this Agreement during the whole of any pay week are entitled to receive either the total amount of money payable in that pay week for work performed or a guaranteed weekly minimum payment of not less than four days payment and additional specific payments as prescribed in this clause, whichever is the greater.
- 3.5.2 Weekly Payments To Apply
Subject to the conditions prescribed in this clause, the following rates of Guaranteed Minimum Weekly Payment shall apply to regular daily employees:
- (a) Pieceworkers
- (i) The amount payable to pieceworkers under this clause is an amount calculated by multiplying the guaranteed minimum daily payment set out in the Schedule of Rates by four (4).
 - (ii) Amounts payable for work performed or Waiting Time incurred pursuant to Clause 3.2 shall be offset against the above amounts unless the work or tally performed on any day has been adjusted to include allowances and penalties paid under this Agreement.
 - (iii) Amounts payable by way of allowances, penalties and overtime under this Agreement shall be retained by the employee in addition to the above amounts.
- (b) Time Workers
- (i) The amount payable to time workers under this clause is four (4) times the classification rate prescribed by the Schedule of Rates for the employee.
 - (ii) Amounts payable for work performed shall be offset against the above amount.
 - (iii) Amounts payable for allowances, penalties and overtime under this Agreement shall be retained by the employee unless the work or tally performed on any day has been adjusted to include allowances and penalties paid under this Agreement.

3.5.3 Days Off

For the purpose of the guaranteed minimum payment, all days off on paid or unpaid leave or absence shall reduce proportionately the amount payable under this clause by one fifth.

Such leave shall be:

- (a) Annual Leave;
 - (b) Sick Leave;
 - (c) Long Service Leave;
 - (d) Public Holidays
 - (e) Compassionate Leave;
 - (f) Parental Leave;
 - (g) Special Leave;
 - (h) Jury Service;
 - (i) Workers Compensation; or
 - (j) A rostered "day off" in accordance with Clause 2.5 (Rostered Days Off);
- and any payment made for the absences in (a) to (j) shall not be offset against the guaranteed minimum payment.

3.5.4 Where the employment of an employee is terminated other than by resignation or on account of malingering, inefficiency, neglect of duty or proven misconduct, the guaranteed weekly payment shall be reduced proportionately to the number of days on which the employee has attended for duty.

3.5.5 Should any problems arise in respect of a restricted number of days' employment being offered by the Employer together with a demand for maximum tally, or otherwise affecting the operation of the guaranteed minimum weekly payment, the issue shall be determined in accordance with Clause 7.2 (Settlement of Disputes).

3.5.6 Daily Payments To Apply

- (a) In the event of the tally required on any day being less than minimum tally, pieceworkers shall receive a minimum payment as prescribed in the Schedule of Rates.
- (b) In the event of circumstances arising beyond the control of the Employer which cause production to cease for the remainder of the day, pieceworkers shall receive:
 - (i) payment for tally treated in accordance with this Agreement plus the equivalent up to one (1) hour's Waiting Time in accordance with the provisions of Clause 3.2 hereof; or
 - (ii) the payment prescribed in 3.5.6(a) hereof, whichever is the greater.
- (c) The payments prescribed in this paragraph shall not apply where delays or interruptions to work for which Waiting Time is not paid in accordance with the provisions of Clause 3.3 affect the earnings on any particular day.

3.5.7 This clause shall not apply to employees who during any pay week have had pay deducted during that week on any day or part of a day in accordance with sub-clause 2.1.5 (Contract of Employment - Deductions).

3.6 INTERMITTENCY PAYMENT

3.6.1 Entitlement

Subject to Clause 2.1.7 (Pieceworkers Alternative Employment), an employee, other than a casual, who is terminated after January 1st in any year and is re-employed, other than as a casual, prior to 31st December of the same year and whose employment is again terminated prior to 31st December of the same year shall be entitled to an Intermittency Payment on the following conditions.

3.6.2 Conditions

- (a) Intermittency Payment is paid in addition to all other entitlements, except where a redundancy payment is made in which case the payment made will be whichever of the two is the greater.
- (b) The second termination in the period January 1st to December 31st, is for reasons other than that justify dismissal without notice as set out in Clause 2.1.6(d).
- (c) The Intermittency Payment is paid in respect of the second period of employment, and any subsequent period of employment within the period January 1st to December 31st.
- (d) The Intermittency Payment shall be an amount equal to 12 1/2% of the total payments received for work in ordinary hours.

3.7 MEAL ALLOWANCE

3.7.1 An employee required to work overtime for more than one (1) hour, either prior to or following eight (8) ordinary hours actually worked, or in such combination that more than one (1) hour of overtime is worked prior to and following eight (8) ordinary hours actually worked, shall be paid a meal allowance, in the amount set out in the Schedule of Rates, in addition to any overtime payment to which he or she may be entitled.

3.7.2 Any employee who is notified he or she will be called on to work overtime for more than one (1) hour and is not so worked shall be paid the meal money prescribed in 3.7.1 hereof.

3.8 SUPERANNUATION

3.8.1 The Employer shall be a participating employer in the Meat Industry Employees' Superannuation Fund Pty Ltd. That fund will be the default fund for the purposes of applicable superannuation legislation.

3.8.2 The Employer shall make superannuation contributions on behalf of employees in accordance with this clause.

3.8.3 Where an employee has been employed by the Employer on a regular basis for a period of four (4) weeks, the Employer shall commence superannuation contributions and shall make payments back to the date of engagement.

3.8.4 The Employer's contribution for employees engaged as regular daily or weekly employees is the amount pursuant to the Superannuation Guarantee (Administration) Act 1992.

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

- 3.8.6 All contributions will be forwarded monthly to the appropriate fund.
- 3.8.7 The Employer's contribution will not be paid in respect to any unpaid absence from work of any employee.

4. PRODUCTION PROCESSES

4.1 GRINDSTONES

The Employer shall provide sufficient grindstones in all piecework sections where the employees are required to use knives in the course of their duties.

4.2 TOOLS OF TRADE

4.2.1 Labourers

- (a) The following tools of trade shall be supplied to labourers when necessary for the performance of their duties:
- (i) knives, equipped with a suitable guard of the type which prevents the hand from slipping on to the blade;
 - (ii) scabbard or other sheath made of impervious and non-ferrous material capable of being made sterile with ease; and
 - (iii) steel, with a plastic ring of at least 5cm (two inches) diameter.
- (b) These tools shall remain the property of the Employer.
- (c) They shall be returned to the Employer on termination of the employment or if they are not returned the Employer shall be entitled to deduct their cost from any money owing to the employee.

4.2.2 Expenses

The Employer shall pay all out of pocket expenses reasonably and necessarily incurred by the employee whilst on trips to the country for the purpose of lifting stock, as well as the costs associated with maintaining dogs.

4.2.3 Allowance

All slaughterers, carcase skimmers and boners (including head and feet boners) shall be paid a tool allowance of 51¢ per day in lieu of the supply of knives, approved scabbard or sheaths as described in 4.2.1 hereof, belts and steels and oil-stones. This allowance is incorporated into the rates set out in the Schedule of Rates.

4.2.4 Drivers/Penners Up

(a) Expenses

The employer shall pay all out of pocket expenses reasonably and necessarily incurred by the employee whilst on trips to the country for the purpose of lifting stock.

(b) Dog Allowance, Housing etc.

(i) An amount of \$3.50 per day shall be paid to each driver or penner-up towards the maintenance of the dog or dogs (irrespective of number) used by each such employee in the course of his or her carrying out the job or service required by the employer. The payment prescribed by this clause shall be payable whilst an employee is on sick leave, annual leave, long service leave and public holidays.

(ii) The employer shall provide housing to a standard agreed between the employer and the Consultative Committee for a maximum of two dogs for each employee to which this clause applies. In addition the employer shall supply each such employee with 1kg of suitable meat per day for each dog so housed up to a maximum of two dogs.

(iii) In the case of a properly identified dog injured or killed as a result of a specific incident occurring to the dog used by an employee in the course of his or her carrying out the job or service required by the employer, the employer shall pay:

- (x) all reasonable and legitimate veterinary expenses;
- (y) compensation of \$250 on the death of the dog.

4.3 SHARPENING OF KNIVES

4.3.1 Pieceworkers

- (a) Employees who are employed on a piece work system shall sharpen their knives or any other tool that the employees are required to sharpen and keep sharp in the performance of their duties, at times which do not interfere with the smooth running of the system.
- (b) Provided that should a piece worker be required to work the hours prescribed in Clause 2.4 (Hours of Work) of this Agreement sufficient time shall be allowed by the Employer to sharpen knives or any other tool that the employees are required to sharpen and keep sharp in the performance of their duties.

5. LEAVE PROVISIONS

5.1 ANNUAL LEAVE

- 5.1.1 Except as otherwise provided in this Agreement every employee, other than a casual employee, shall accrue, on the basis prescribed in section 232(2) of the Act, such annual leave as to entitle him or her to four (4) weeks of annual leave each year on ordinary pay.
- 5.1.2 Annual Leave is to be taken in accordance with section 236 of the Act.
- 5.1.3 If the employee and the Employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to the annual leave.
- 5.1.4 The Employer may direct an employee to take annual leave in the circumstances referred to in sections 236(5) and 236(6) of the Act.
- 5.1.5 Except as otherwise provided in this clause, payment shall not be made by the Employer to an employee in lieu of annual leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.
- 5.1.6 **Payment**
 - (a) The Employer shall pay each employee in advance, before the commencement of annual leave, his ordinary pay for the annual leave period.
 - (b) A loading of 17 ½ % shall be paid in addition to that amount.
- 5.1.7 Where any public holiday as provided for under Clause 5.4 (Public Holidays) of this Agreement occurs during any period of annual leave taken by an employee under this clause, the period of the leave shall be increased by one day in respect of that holiday.
- 5.1.8 Where the employment of an employee who has become entitled to annual leave provided by this Agreement is terminated and the worker has not taken an amount of annual leave which has accrued, the Employer shall be deemed to have given the

leave to the worker from the date of the termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining annual leave.

5.1.9 Definitions

(a) "Ordinary Pay"

In relation to any worker means remuneration for:

- (i) The worker's normal weekly number of hours of work as prescribed in Clause 2.4 (Hours of Work), Clause 2.7 (Shift Work) and Clause 10.1.1 (Piecework Provisions Ordinary Working Hours) hereof calculated at the ordinary time rate of pay plus the average of any additional earnings received by the employee for work performed during the same hours, other than payments specifically excluded by the provisions of the parts of this Agreement.
- (ii) Where no ordinary time rate of pay is fixed for an employee's work under the terms of his or her employment, the ordinary time rate of pay shall be deemed to be the average weekly rate earned by him or her during the period in respect of which the right of the annual leave accrues.
- (iii) Where no normal weekly number of hours is fixed for a worker under the terms of his or her employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by him or her during the period in respect of which the right to the annual leave accrues.

5.2 SICK LEAVE/CARER'S LEAVE

5.2.1 Entitlement

An employee other than a casual who is absent from his or her work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations.

- (a) He or she shall not be entitled to paid leave of absence for any period in respect of which he or she is entitled to workers' compensation under the relevant State legislation.
- (b) He or she shall by 9.30am on the day of such absence inform the Employer of his or her inability to attend for duty and as far as is practicable state the nature of the injury or illness and the estimated duration of the absence. If on the expiration of this or any subsequent notified duration of absence, the employee is unable to attend for duty, he or she shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence.
- (c) An employee shall be required to produce a medical certificate or other reasonable proof of illness to the Employer for any period of absence of two days or more in any year of service to be entitled to payment for such absence.
- (d) He or she shall prove to the satisfaction of his or her Employer (or in the event of a dispute, the matter shall be dealt with in accordance with Clause 7.2 (Settlement of Dispute) that he or she was unable on account of illness or injury to attend for duty on the day or days for which leave is claimed.

5.2.2 Pieceworkers

Any pieceworker eligible for sick leave shall accrue sick leave at the rate of 6 2/3 hours of the minimum daily rate for each completed month of service.

5.2.3 Other Than Pieceworkers

Any employee other than pieceworkers eligible for sick leave shall accrue sick leave at the rate of 6 2/3rd hours ordinary pay for each completed month of service. For the purposes of this sub-clause, "hourly ordinary pay" shall mean the daily or weekly rate for the relevant classification as prescribed in the Schedule of Rates, but excluding overtime or shift allowance payment, divided by eight (8) or forty (40) respectively.

5.2.4 New Rates To Apply Prospectively

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

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

5.2.6 If the full period of sick leave as prescribed above is not taken, such portion that is not taken shall, provided the employee remains in the service of the Employer, be cumulative from month to month.

5.2.7 The Employer may, by agreement with an employee, pay out the portion of sick leave so accrued which exceeds a total accrual of 160 hours sick leave.

5.2.8 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. The rate of such payment will be:

(a) Pieceworkers

At the respective rates according to the formula prescribed in sub-clause 5.2.2

(b) Time Workers and Shift Workers

At the respective rates according to the formula prescribed in sub-clause 5.2.3

5.2.9 Sick leave which has been accrued may be taken, in the alternative, as paid carer's leave, provided that the requirements set out in Subdivision B of Division 5, Part 7 of the Act are met.

5.3 LONG SERVICE LEAVE

5.3.1 All employees, other than casuals, shall be entitled to Long Service Leave on ordinary pay based upon continuous employment in accordance with this clause.

5.3.2 The amount of such entitlement shall be:

(a) On the completion by the employee of fifteen (15) years continuous employment with the Employer, thirteen (13) weeks Long Service Leave and thereafter an additional four and one-third (4 1/3) weeks Long Service Leave on completion of each additional five (5) years of continuous employment with the Employer.

- (b) In the case of an employee who has completed more than fifteen (15) years continuous employment with the Employer and whose employment is terminated otherwise than by the death of the worker, an amount of Long Service Leave equal to one-sixtieth (1/60) of the period of his or her continuous employment since the last accrual of entitlement to Long Service Leave under 5.3.2(a) hereof.
- (c) In the case of an employee who has completed at least five (5) but less than seven and one half (7 ½) years of continuous employment with the Employer, and whose employment is terminated by the Employer for any cause, other than:
- (i) violence against a staff member; or
 - (ii) on account of permanent incapacity arising out of a workplace injury;
 - (iii) or by the permanent retirement of the employee on account of age; or
 - (iv) 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 (1/60) of the period of his or her continuous employment.
- (d) In the case of an employee who has completed at least seven and one half (7 ½) years of continuous employment with the employer and whose employment is terminated for any cause, such amount of Long Service Leave as equals one-sixtieth of the period of his or her continuous employment.
- 5.3.3 If an employee who is entitled to any amount of Long Service Leave dies before or while taking Long Service Leave, the Employer shall pay to his or her personal representative a sum equal to the amount of ordinary pay that would have been payable to the employee in respect of the period of Long Service Leave not taken by the employee, less any amount already paid to the employee in respect of any such leave not taken.
- 5.3.4 When an employee who has completed more than fifteen (15) years continuous employment with the Employer dies while still in such continuous employment, the Employer in addition to any sum payable under 5.3.3 hereof, 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 5.3.2(a) hereof, a sum equal to the amount of his or her ordinary pay for the period equalling one-sixtieth (1/60) of such fractional period.
- 5.3.5 Where an employee who has completed at least five (5) years but less than fifteen (15) years of continuous service with the Employer, dies while still in the employment of the 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 (1/60) of the period of his or her continuous employment.
- 5.3.6 Except as provided in this clause, payment shall not be made by the Employer to an employee or his or her personal representative in lieu of any Long Service Leave or part thereof to which the employee is entitled under this clause nor shall any such payment be accepted by any employee or his or her personal representative.
- 5.3.7 Notwithstanding anything in 5.3.1 and 5.3.2 hereof, for the purpose of determining:
- (i) the amount of Long Service Leave or pay in lieu thereof to which an employee or an employee's personal representative is entitled to in respect of a period of

employment beginning before the commencement of the Victorian Labour and Industry (Long Service Leave) Act 1964 and ending after the said commencement; or

- (ii) whether or not an employee is entitled to long service leave under the Long Service Leave Act 1992 (VIC) in respect of a period of employment so beginning and ending,

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

5.3.8 When an employee becomes entitled to Long Service Leave under this clause, such leave shall be granted by the Employer as soon as practicable having regard to the needs of its business, provided that:

- (a) the taking of such leave may be postponed to such date as is mutually agreed or in default of agreement the matter shall be dealt with in accordance with Clause 7.2 (Settlement of Disputes); and
- (b) 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.

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

5.3.10 If the Employer and an employee so agree:

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

but, Long Service Leave will otherwise be taken in one (1) period.

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

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

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

5.3.13 Any dispute as to:

- (a) 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
- (b) the rate of ordinary pay of an employee for the purposes of this clause shall be determined in accordance with Clause 7.2 (Settlement of Disputes).

5.3.14 Ordinary Pay

For the purpose of this clause "Ordinary Pay" in relation to any employee means remuneration for:

- (a) the employee's normal weekly number of hours of work, as prescribed in Clause 2.4 (Hours of Work), Clause 2.7 (Shift Work) and Clause 10.1.1 (Piecework Provisions Hours of Work) of this Agreement calculated at the ordinary time rate of pay, plus the average based on the previous 250 actual days worked by the employee divided by 50, of any additional earnings received by the employee for work performed within the same hours, other than payments specifically excluded by the provisions of part of this Agreement; or
- (b) where no ordinary time rate of pay is fixed for an employee's work under the terms of his or her employment, the ordinary time rate of pay shall be deemed to be the average weekly rate based on the previous 250 actual days worked by an employee, divided by 50.

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

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

5.3.16 Where the employment of an employee apprenticed to the Employer has been continued by the Employer, the period of the apprenticeship shall be counted as part of the period of continuous employment of that employee with the Employer.

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

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

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

- (a) the taking of any Annual Leave or Long Service Leave;
- (b) any absence from work of not more than forty eight (48) weeks in any year on account of illness or injury;

- (c) 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;
- (d) any interruption arising directly or indirectly from an industrial dispute;
- (e) 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;
- (f) 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;
- (g) the absence, not exceeding twelve (12) months, associated with the taking of parental leave pursuant to Clause 5.6 (Parental Leave); or
- (h) any other absence of the employee by leave of the Employer.

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

5.4 PUBLIC HOLIDAYS

5.4.1

- (a) Subject to the conditions and limitations contained in this clause 5.4, all employees, except casual employees, shall be entitled to a paid holiday on Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday Melbourne Show Day and Melbourne Cup Day. But, if any other day be by Act of Parliament or Proclamation substituted for any of the abovementioned holidays, all employees shall be entitled to such day in lieu of the holiday for which it was substituted.
- (b) When Australia Day falls on a weekend the following Monday shall be given as a holiday in lieu.
- (c) When Anzac Day falls on a weekend no holiday will be given in lieu.

5.4.2 Subject to clause 5.4.3, an employee shall not be entitled to be paid for a holiday under clause 5.4.1 if he or she is absent from his or her employment on any part of the working day before or the working day after that holiday, except where the absence is with the consent of the Employer or on account of:

- (a) annual leave; or
- (b) an injury compensable under applicable workers compensation legislation; or
- (c) compassionate leave under clause 5.5, irrespective of whether evidence has been provided under clause 5.5.2; or
- (d) long service leave; or
- (e) sick leave or carer's leave under clause 5.2.1, irrespective of whether notice or evidence has been provided under clauses 5.2.1(b), (c) and (d); or

- (f) an illness, injury or emergency affecting the employee or a member of the employee's immediate family or household, irrespective of whether notice or evidence has been provided as may reasonably be required by the Employer.
- 5.4.3 Clause 5.4.2 is subject to the following exceptions:
- (a) If the employee is dismissed by the Employer through no fault of the employee on the working day before the holiday or holidays he or she shall qualify for payment for such holiday or holidays.
- (b) If an employee is dismissed through no fault of his or her own within fourteen (14) days before any of the holidays abovementioned and is re-engaged within fourteen (14) days after any of the holidays abovementioned he or she shall be deemed to have been dismissed for the purpose of evading payment for such holidays and payment so evaded shall be due and payable to the employee.
- 5.4.4 In the event that an employee claims to be absent from work on any part of the working day before or after a paid public holiday on account of the reasons referred to in clauses 5.4.2(c), (e) or (f) and notice or evidence has not been provided to the Employer as required under this Agreement, the Employer may, at its discretion, provide a written warning to the employee or take such other disciplinary action (other than non-payment in respect of the public holiday) as the circumstances warrant.
- 5.4.5 Pieceworkers, head and feet boners, and "follow-on" labourers shall receive payment for the holidays prescribed in 5.4.1 hereof at the average daily earnings, earned within ordinary hours, for the five (5) working days immediately preceding the working day before such holiday or holidays, provided that pieceworkers who qualify for payment shall receive not less than the Guaranteed Minimum Payment payable under this Agreement, and other employees shall receive not less than the basic daily rate of pay prescribed by this Agreement for the relevant classification provided that no strike has occurred in the five working days referred to above in which case these payments shall be reduced proportionately.
- 5.4.6 Time workers other than "follow-on" labourers shall receive payment for the holidays prescribed in 5.4.1 hereof at the ordinary rates of pay.

5.5 EVE'S DAYS

- 5.5.1 On Christmas Eve, New Year's Eve and Good Friday Eve, pieceworkers shall treat up to the normal lunch time tally where required and shall be paid for the carcasses treated.
- 5.5.2 On the above days, all labourers shall do a normal "clean-up" and receive an ordinary day's pay.
- 5.5.3 On the above days, no employee is to cease work without permission of the employer or his or her representative.
- 5.5.4 Provided that on Christmas Eve, New Year's Eve and Good Friday Eve, any time or tally lost through any stoppage or meeting of employees shall be made up by the employees, and if any such time or tally is not made up, employees will only be paid for time worked or tally actually treated.

5.6 COMPASSIONATE LEAVE

- 5.6.1 Subject to clause 5.6.2, an employee is entitled to a period of 2 days of paid compassionate leave (which may be taken as a single, unbroken period of 2 days, or 2 separate periods of 1 day or any separate periods to which the Employer and the

employee may agree) for each occasion when a member of the employee's immediate family or a member of the employee's household:

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

5.6.2 Proof of such death or personal illness or injury shall be furnished by the employee to the satisfaction of the Employer. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave.

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

5.7 PARENTAL LEAVE

5.7.1 Entitlement

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

5.7.2 Maternity Leave

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

5.7.3 Paternity Leave

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

5.7.4 Adoption Leave

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

5.7.5 Job Guarantee

- (a) The Employer shall not terminate the employment of an employee on the grounds of pregnancy or absence on maternity, paternity or adoption leave but otherwise the rights of the Employer in relation to termination of employment are not hereby affected.
- (b) An employee returning to employment following an absence authorised by this clause shall be entitled to the position he or she held immediately before taking such leave.

5.7.6 Continuity of Employment

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

5.7.7 Sick Leave

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

5.8 SPECIAL LEAVE

5.8.1 An employee who has completed at least five (5) years of continuous employment with the Employer and who proves to the Employer's satisfaction the necessity to return to his country of origin may be granted a maximum of three (3) months unpaid leave of absence.

5.8.2 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.

5.8.3 An employee who fails to resume work at the expiration of his or her agreed period of leave of absence shall be deemed to have abandoned his or her employment and his or her employment shall terminate forthwith.

5.8.4 For the purpose of this clause his or her employment shall be deemed to be continuous in accordance with Clause 5.3 (Long Service Leave).

5.9 JURY SERVICE

5.9.1 If any employee, other than a casual employee, is required to attend on any day at Court in compliance with a summons to appear as a juror he or she shall, for each day on which he or she so attends, be granted leave by the Employer for that day.

5.9.2 Such employee shall be paid an amount equal to the difference between the fee to which he or she is entitled for attending on such day and, in the case of timeworkers and pieceworkers the rate prescribed in the Schedule of Rates for the classification in which he or she is employed.

5.10 RESUMING AFTER AN ABSENCE

5.10.1 Employees absent from work for any reason whatsoever except Annual Leave, Long Service Leave, Compassionate Leave or Leave Granted, shall contact the employment officer or the person nominated by the Employer by midday on the working day prior to resuming and make the necessary arrangements to resume work.

5.10.2 Should any employee present himself or herself for work after an absence without first making the necessary arrangements to resume work, the Employer shall not be obliged to employ him or her on that particular day.

6. NOTICES AND RECORDS

6.1 NOTICE BOARD

- 6.1.1 The Employer shall erect notice boards in prominent positions in the works for the purpose of posting union notices and information to be circulated from the Consultative Committee.
- 6.1.2 The Union will not post any notice which does not have a direct connection either to the Agreement or to the relationship between the Employer and the employees who are bound by this Agreement.

6.2 TIME AND WAGES RECORDS

- 6.2.1 Except where mechanical recording devices are used for the purpose of recording starting and finishing times, the Employer shall provide a time book or time sheet in which the Employer shall cause to be entered each day's starting and finishing times, each day's hours of work of each employee (including overtime if any) and the wages received each week. Such entries shall:
- (a) in the case of pieceworkers show the tally treated each day by each employee and the wages received each week; and
 - (b) at least once a week, be vouched for by the signature of the employee or his or her representative.
- 6.2.2 It shall be a breach of this Agreement if any person knowingly makes, certifies or vouches for a false entry in such time book or time sheet.
- 6.2.3 Time books, time sheets and other records kept in compliance with this clause shall be kept for at least seven (7) years after they have been completed.

7. CONSULTATIVE ARRANGEMENTS

7.1 CONSULTATIVE COMMITTEE

- 7.1.1 There shall be a Consultative Committee established at the plant.
- 7.1.2 This Committee shall consist of representatives of the Employer and employees.
- 7.1.3 This Committee shall meet on a regular basis to consider any issues relating to the operation of this Agreement or any other matter which may be raised by the union or the employer.

7.2 SETTLEMENT OF DISPUTES

- 7.2.1 The purpose of this clause is to set out a procedure to settle disputes between an employee or employees whose employment is subject to this Agreement and the Employer about matters arising under this Agreement.
- 7.2.2 Work shall continue throughout all stages of the dispute.
- 7.2.3 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 7.2.4 In the event of a dispute, the employee concerned, or, if the employee has chosen to be represented, their chosen representative will meet and confer with the senior

supervisor of the department. Failing a settlement the employee, or if they have chosen to be represented, the employee's representative, and the department supervisor shall notify the works management and shall negotiate to resolve the dispute.

- 7.2.5 Failing a settlement of the dispute, the employee may notify the Union and the works management may notify its employer organisations. The works management, the works departmental representatives, the employee, and, if the employee has chosen to be represented by the Union, the representatives of the Union, or otherwise the employee's chosen representative, and the appropriate employer organisation may then meet with a view to settling the dispute.
- 7.2.6 If agreement still cannot be reached, the matter shall be referred to the Commission for determination by conciliation and, if necessary, by arbitration. The parties agree that they will accept the jurisdiction and decision of the Commission.
- 7.2.7 Both parties reserve the right to notify the Commission should the above provisions not be carried out.

8. OCCUPATIONAL HEALTH AND SAFETY

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

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

8.2 REST PERIODS

- 8.2.1 All employees, except shift employees, shall be allowed a fifteen (15) minute rest break between 9.00am and 10.00am and a fifteen (15) minute rest break between 3.00pm and 4.00pm, provided that:
- (a) if mutually agreed, such rest breaks may be varied to a twenty (20) minute period between 9.00am and 10.00am and a ten (10) minute period between 3.00pm and 4.00pm; and
- (b) in slaughtering sections stickers shall commence their rest break fifteen (15) minutes earlier than the team slaughterers.
- 8.2.2 Shift employees shall be allowed a fifteen (15) minute rest break during the first three (3) hours of their work period and a further fifteen (15) minute rest break during the last three (3) hours of their work period.
- 8.2.3 Pieceworkers shall be permitted to cease work each day for three (3) additional periods of five (5) minutes each at times fixed by the employer after consultation with the Consultative Committee.

8.3 PROTECTIVE CLOTHING

- 8.3.1 The Employer shall provide all employees with clean outer clothing and clean head covering, and in accordance with job requirements, waterproof boots.
- 8.3.2 The clothing shall be provided daily, free of charge, prior to the commencement of work and shall be returned by the employee after work has concluded for the day.
- 8.3.3 The clothing remains the property of the Employer and the employee shall take special care of the clothing.

8.4 FIRST-AID

- 8.4.1 The Employer shall provide a Medical Centre or First Aid Room in accordance with the Code of Practice (First Aid in the Workplace) made pursuant to the Occupational Health and Safety Act 2004.
- 8.4.2 Such Medical Centre or First Aid Room shall be staffed by a Level 3 First Aid Officer or equivalent.
- 8.4.3 In the case of work outside normal hours or shift work the appropriate First Aid Officer will be available when the Medical Centre is closed.
- 8.4.4 First Aid kits will be available in each distinct work area in accordance with the above Code of Practice including first aid kits in the rendering room containing a burns module.
- 8.4.5
 - (i) It is proposed that each production section have designated First Aiders. The First Aid qualifications will be a minimum Level 2 qualification. Additionally training will be available to other employees although these may not be the designated First Aiders in the section.
 - (ii) A First Aider allowance of \$15 per week should be included in the Agreement. This allowance will not be included in the calculation of any penalty rates or leave payments.
 - (iii) The First Aid Allowance will only be paid to designated sectional First Aiders. Any training required will be at the Company expense with out-of-hours training time or excess travelling time incurred being paid at the normal time rate.

8.5 HANDLING OF CONDEMNED CARCASSES

The Employer shall provide ample quantities of hot water, soap and disinfectant for the use of employees required to handle carcasses or parts of the carcasses of animals condemned by Meat Inspectors as unfit for human consumption because of disease.

9. TRAINING

9.1 PROCESS FOR DEVELOPMENT OF TRAINING

- 9.1.1 Consistent with the objectives set out in Clause 1.6, employees shall be given access to and participate in training programs which shall be directly relevant to the needs of both the Employer and employees and which shall be established and delivered in accordance with procedures agreed by the Consultative Committee.
- 9.1.2 In establishing and delivering training the following principles shall be adhered to:
 - (a) training will be predominantly delivered on the company premises including on the job, but when necessary off the job training will be provided,

- (b) if training, other than under clause 9.3 (Training of Pieceworkers) is performed by employees covered by this Agreement they will not be required to perform their normal functions while so doing and shall receive additional remuneration for performing this function as determined by the Consultative Committee.
- (c) all employees will be given equal access to appropriate training programs relevant to the job needs.
- (d) where willing participants exceed facilities available for training, the matter will be referred to the Consultative Committee for resolution.

9.2 INDUCTION TRAINING

9.2.1 All new employees must complete the Frewstal Induction Program.

9.2.2 Induction training shall be delivered on the job.

9.3 TRAINING OF PIECEWORKERS/MEATROOM EMPLOYEES

9.3.1 Selection of Teachers in Slaughter Floor

A competent slaughterer, boner or slicer shall be designated as a teacher by the Employer, following agreement by the Consultative Committee.

9.3.2 Tally for Teachers

(a) A teacher who is teaching away from the production line shall not cut tally while teaching.

(b) The issue of teachers cutting tally while teaching on the production line shall be addressed by the Consultative Committee.

9.3.3 Bonus Payment to Teachers

Teachers shall be paid a bonus payment of \$6 per day while teaching.

9.3.4 Definition of Competency

A learner boner or slicer or learner slaughterer will be recognised as a competent slaughterer upon satisfying the teacher in conjunction with the supervisor of the department that competency has been achieved in the tasks selected under clause 9.3.5.

9.3.5 Selection of Tasks

The tasks that a boner, slicer or slaughterer learns shall be selected by the Employer.

9.3.6 Selection of Learners

(a) The Employer may select any suitable and willing person to become a learner boner slicer or slaughterer and shall give preference to existing employees over new employees in the selection of learners.

(b) Any current employee who feels that he or she has been unfairly denied the opportunity for selection as a learner may have their grievance considered through the Settlement of Disputes procedure in Clause 7.2.

9.3.7 Payment of Learners

Learners shall be paid no less than the labourer's rate or the rate of pay he or she would have earned in his or her previous classification, whichever is greater, during the learning period.

9.3.8 Further Training and Multi-skilling

Identification of tasks to facilitate greater multi-skilling and workplace flexibility and the system of rewarding additional skills, including payment for training duties, not part of the normal work of an employee shall be determined by agreement with the Consultative Committee.

10. PIECEWORK PROVISIONS

10.1 GENERAL PROVISIONS

10.1.1 Hours of Work

- (a) Knocking is to commence not earlier than 6.50am. or at another time mutually agreed by the employer and the Consultative Committee, and all other employees shall start and finish work progressively.
- (b) The latest starting time for pieceworkers is 7.45am. notwithstanding the right to start up to 7.45am.
- (c) It is the employee's responsibility to be at his or her allotted task at the normal starting time for that task.
- (d) Where a person knocks off during the day after the chains have been set, and the employer does not desire to replace him or her, the chains are to be altered to the next normal teams and adjustment to tally rate shall be made at the time of the alterations.
- (e) The employer reserves the right to place employees and balance piecework teams up to 8.00am.

10.1.2 Time For Calling Tallies

The tally for the day shall be declared by the employer no later than 9.30 a.m.

10.1.3 Duties Of Pieceworkers

The duties of pieceworkers shall be performed in accordance with arrangements in existence at the time of making this Agreement and any future agreement reached under this clause.

10.1.4 Alterations to Conditions of Employment

No variation, alteration or addition to the conditions of employment of pieceworkers and/or "follow-on" labourers shall be introduced without agreement in writing of the Employer and the Consultative Committee.

10.1.5 Teams

- (a) The employer shall, after consultation with the Consultative Committee, determine the number of employees to be employed on any task or combination of tasks.
- (b) The piecework teams, together with any additional labour, which exist by agreement at the works at the date of this Agreement shall continue to operate unless altered or amended by subsequent negotiations and agreement in accordance with the provisions of this clause.

10.1.6 Tallies

In the event that additional stock is available to be processed as a result of a short working week or other unusual circumstances, the employer and the union may agree to extend the maximum tallies contained in this Agreement for an agreed period. Maximum tally on any day will not exceed 112 per slaughterman and the number of slaughtermen on the chain shall not exceed 56 including the rover. When this clause is in effect the maximum hours worked on such days shall be 7 hours 36 minutes.

10.2 SHEEP AND LAMB SLAUGHTERING – CONVENTIONAL DRESSING SYSTEM

10.2.1 Duties of Pieceworkers

Slaughterers' duties shall be catching, stunning, sticking, shackling, skinning and papering hind-legs and removing hind trotters, placing long hooks and removing shackle, skinning forelegs, removing tongue and sweet-bread, tying weasand, punching or knifing briskets, removing spreader, splitting skins, removing front trotters, flanking and thumbing up, clearing tail and rectum gut, punching off skins, scalping and removing heads, gutting, removing pluck, splitting or cutting down briskets.

10.2.2 Tallies

Pieceworkers will kill and treat the number of carcasses per day required by the employer of a minimum of 84 and up to a maximum of 112 as required by the employer.

10.2.3 Additional Payments - Sheep and Lambs

(a) Overweights

Sheep and lambs in excess of 27kg dressed weight shall be assessed in accordance with the following table:

Dressed Weight	Penalty
27-5kg to 32kg	.32
32.5kg to 36kg	.64
36.5kg to 43kg	.95
43.5kg and over	1.27

The total overweight penalties treated on any day shall be divided by the number of slaughterers in the piecework team.

(b) "Downer" stock

Double rate shall be paid for downer sheep and lambs (ie sheep or lambs which cannot walk into the sticking pens)

(c) Adult Rams

Double rate shall be paid for adult rams in excess of 38kg weight.

10.2.4 Hours of Work

Sticking is to commence at 6.50am and all other employees will start and finish work progressively.

Slaughterers will work at the average rate of 13.5 carcasses per tally slaughterers per hour.

As a result the ordinary working hours of mutton slaughterers will be for the completion of:

84 tally	6 hours
90 tally	6 hours 20 minutes
100 tally	6 hours 55 minutes
112 tally	7 hours 36 minutes

10.2.5 The chain will be operated at a maximum speed of 14 carcasses per tally slaughterer per hour in order to ensure average speed as per 10.2.4. If as a result of that arrangement tally for any day is completed in less than the agreed hours, the employees shall be permitted to cease work accordingly. The agreed times for 100 and 112 tally will only apply when those tallies are treated.

10.2.6 Calves on Sheep Chain

(a) Tally
Calves when slaughtered on a sheep slaughtering chain shall be treated on the basis of one calf being equal to one sheep or lamb for the purposes of tally.

(b) Overweights
Calves in excess of 27kg dress weight shall be assessed in accordance with the following table:

Dressed Weights	Penalty Payment
27.5kg to 41kg skin off	24¢ per carcass
[41.5kg to 45kg skin off	46¢ per carcass]*

** Calves exceeding 41kg dressed weight skin off shall not be treated on a piecework slaughtering chain system except where errors in weight assessment occur. The tolerance of 4.5 kg is agreed for that purpose.*

(c) Downer Stock
Double rate will be paid for downer calves (ie calves that cannot walk into the sticking pens).

10.3 FOLLOW-ON LABOURERS

10.3.1 Slaughtering

- (a) The provisions of this sub-clause shall apply to those adult and juvenile labourers whose rates and volume of work are directly related to handling the whole kill at the same rate of work as the piecework team.
- (b) Labourers shall receive an additional payment for each head of stock treated in excess of minimum tally, or for which the slaughterers receive an additional penalty payment under the provisions of Clause 4.3. (Work on Time). This payment shall be as prescribed in the Schedule of Rates. Juveniles shall receive the appropriate proportional payment.
- (c) Labourers shall, on the completion of killing for the day, complete their work including cleaning-up to the employers' satisfaction and any arrangement applying at a particular works. If on any day slaughterers have treated "low tally" and a labourer is required to work beyond thirty (30) minutes after the last carcass has cleared his or her area of work, or after the expiration of eight (8) hours, whichever is the earlier, such work shall be regarded as overtime in accordance with the provisions of this Agreement.

11. SALARY SACRIFICE

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

11.2 Employees who elect to sacrifice a portion of their wages to the M.I.E.S.F. may request that the Employer make deductions from gross income. These arrangements shall be altered no more than twice a year by request.

- 11.3** In order to gain the benefit from making Superannuation contributions from gross earnings, salary sacrifice to Superannuation may be agreed between the parties and must legally fulfil SGAA and Australian Tax Office (ATO) requirements.
- 11.4** Any salary sacrifice arrangements entered into between the parties shall:
- (a) not disadvantage the employee or the Employer in any way;
 - (b) be effective only on the written authority of the employee;
 - (c) be stopped immediately at the written request of the employee;
 - (d) have a statement detailing the salary sacrifice provided to the employee in their weekly pay slip;
 - (e) not reduce or alter the employer's Superannuation contribution calculation or obligation to pay Superannuation under SGAA or SGCA;
 - (f) not reduce the employee's hourly all-purpose rate of pay for the purposes of Award entitlements (including accrued entitlements and the application of penalty rates)
 - (g) immediately be reviewed in the event of any change to any relevant Act(s) or ATO rulings.
- 11.5** Where an employee elects to salary sacrifice, the employee may receive less actual pay than their classification rate specified in the Schedule (ie the classification rate less the salary sacrifice amount).

12. HIDE PULLER

- 12.1** The following system of operation for the hide puller shall continue:
- (a) 45 or more slaughterpersons on the chain
the extra numbers treated will be equal to the tally on that particular day of 4 slaughterpersons.
 - (b) 35 to 44 slaughterpersons on the chain
the extra numbers treated will be equal to the tally on that particular day of 3 slaughterpersons.
 - (c) 25 to 34 slaughterpersons on the chain
the extra numbers treated will be equal to the tally on that particular day of 2 slaughterpersons.
 - (d) 15 to 24 slaughterpersons on the chain
the extra numbers treated will be equal to the tally on that particular day of 1 slaughterperson.
- 12.2** Should the method of removing hides alter, then discussions with the Consultative Committee shall take place in relation to the extra numbers treated.

13. PROHIBITED CONTENT

- (a) It is the express intention of the parties to this Agreement that the Agreement not contain prohibited content.
- (b) If it should be later found that this Agreement does contain a provision containing prohibited content, that provision or part of the provision (as the case requires) (the "offending provision") will be of no effect and severed from this Agreement without invalidating or modifying the remainder of the Agreement and the offending provision will be deemed not to have at any time formed part of the Agreement.

- (c) In this Agreement, prohibited content has the same meaning as it does in the Act and the Workplace Relations Regulations 2006.

SCHEDULE OF PAY RATES

1. SLAUGHTERERS: PIECEWORKERS

Mutton and Calf Slaughtering		23/8/07	23/8/08	23/8/09
(i)	Minimum daily payment for tally of up to 84	\$146.85	\$151.26	\$155.80
(ii)	Constant unit rate for production from			
	84 to 105	2.2188	2.2854	2.3540
	106 to 112	2.2631	2.3310	2.4009

2. FOLLOW-ON LABOURERS

Follow-on Labourers' rates are 80% of slaughterers rates.
Follow on Labourers shall include drivers.

Mutton and Calf Slaughtering		23/8/07	23/8/08	23/8/09
(i)	Adult "follow-on" Labourers for tally up to 84	\$117.48	\$121.00	\$124.64
(ii)	Payment for additional stock treated			
	84 to 105	1.7750	1.8283	1.8832
	106 to 112	1.8105	1.8648	1.9207

3. JUVENILE LABOURERS

		23/8/07	23/8/08	23/8/09
(i)	16 years and under (50% of adult rate)	58.74	60.50	62.32
	17 to 18 years (60% of adult rate)	70.49	72.60	74.78
	18 years and over (100% of adult rate)			
(ii)	Payment for additional stock treated :			
	16 years and under (50%) 84 to 105	0.8875	0.9142	0.9416
	106 to 112	0.9053	0.9324	0.9604
	17 to 18 years (60%) 84 to 105	1.0650	1.0970	1.1299
	106 to 112	1.0863	1.1189	1.1525
	18 years and over (100%)			

4. TIMEWORKERS

4.1 Weekly Employees

		23/8/07	23/8/08	23/8/09
(a)	Outside Drivers and Driver/Meat Lumpers			
(i)	Up to 4 tonnes	\$558.40	\$575.15	\$592.40
	4 tonnes and under 10 tonnes	559.81	576.60	593.90
	10 tonnes and over	572.87	590.06	607.76
(b)	Articulated Vehicles			

(i)	Up to 15 tonnes	591.27	609.00	627.28
(ii)	Over 15 tonnes	614.77	633.22	652.21
(iii)	Motor vehicles drawing a trailer receive an additional 96 cents per day.			

4.2	Regular Daily Employees	23/8/07	23/8/08	23/8/09
(a)	Forklift drivers	\$122.75	\$126.43	\$130.22
(b)	Tractor and other drivers on works	122.75	126.43	130.22
(c)	All others	122.75	126.43	130.22

4.3	Juveniles				
(a)	16 years and under	50%	\$ 61.38	\$ 63.22	\$ 65.11
(b)	17 years	60%	73.65	75.86	78.13
(c)	18 years	100%			

4.4	Lamb Room	23/8/07	23/8/08	23/8/09
	Daily Rate			
	Saw person	\$173.68	\$178.89	\$184.25
	Knife Hand	138.32	142.47	146.74
	Labourer	126.88	130.69	134.61
	Weekly Rate			
	Saw Person	\$868.40	\$894.45	\$921.25
	Knife Hand	691.60	712.35	733.70
	Labourer	634.40	653.45	673.05

5. GUARANTEED MINIMUM WEEKLY PAYMENTS

The guaranteed minimum weekly payments shall be:

- 5.1 Mutton/Calf Slaughterers
Four times the daily classification rate set out in clause 1 of this Schedule
- 5.2 Follow-On Labourers
Four times the daily classification rate set out in clause 2 of this Schedule.
- 5.3 Timeworkers
Four times the daily classification rate set out in clause 4 of this Schedule.

6. MEAL ALLOWANCE

Meal Allowance \$9.00

7. PENALTY AND DISABILITY PAYMENTS

The rates of pay set out in this schedule include all existing penalty and disability payments other than those expressly provided for in this Agreement.

