



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

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

Mackay Casings Pty Ltd

(AG2012/6730)

MACKAY CASING PTY LTD AND THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION VICTORIAN MEAT PROCESSING AGREEMENT 2011

Meat Industry

COMMISSIONER ROE

MELBOURNE, 15 JUNE 2012

Application for approval of the Mackay Casing Pty Ltd and the Australasian Meat Industry Employees' Union Victorian Meat Processing Agreement 2011.

[1] An application has been made for approval of an enterprise agreement known as the *Mackay Casing Pty Ltd and the Australasian Meat Industry Employees' Union Victorian Meat Processing Agreement 2011* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Mackay Casing Pty Ltd (the Applicant). The agreement is a single-enterprise agreement.

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

[3] The Australasian Meat Industry Employees Union has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 June 2012. The nominal expiry date of the Agreement is 31 March 2014.



COMMISSIONER

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**MACKAY CASINGS PTY LTD
AND
THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION
VICTORIAN MEAT PROCESSING AGREEMENT 2011**

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1. THE AGREEMENT

1.1 TITLE

This Agreement shall be known as the Mackay Casings Pty Ltd and the Australasian Meat Industry Employees' Union Victorian Meat Processing Agreement 2011.

1.2 DEFINITIONS

- (a) "Act" means the *Fair Work Act 2009 "C'th"*
- (b) "Agreement" means this agreement, namely the *Mackay Casings Pty Ltd and the Australian Meat Industry Employees' Union Victorian Meat Processing Agreement 2011*
- (c) "Commission" means "*FWA*" (*Fair Work Australia*).
- (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 Mackay Casings Pty Ltd Shanley St Wangaratta, Victoria.

1.3 APPLICATION OF AGREEMENT

- (a) This Agreement is binding on:
 - (i) the Employer;
 - (ii) the Union; and
 - (iii) employees of the Employer, except staff and administration.
- (b) This Agreement shall apply in relation to any employment to which it is applicable to the exclusion of the provisions of the Federal Meat Industry Award 2010 as varied and any agreement based thereon and any award varying or replacing that award or any other award.

1.4 DURATION

- (a) This Agreement shall come into operation from date of approval of Fair Work Australia and shall continue in force until 31st March 2014.

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 3.0% on previously applicable rates of pay.
- (c) The rates of pay applicable from 31st March 2012 include an increase of 3.25%.
- (d) The rates of pay applicable from 31st March 2013 include an increase of 3.5%.

- (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 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

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 6.1.

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, 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. Any employee returning from a personal injury shall be required to produce a medical clearance certificate.

2.1.2 Regular Daily Employees

(a) 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.

(b) Continuation of Employment

The engagement of regular daily employees shall continue each day unless informed by the Employer as set out in (c) below.

(c) 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.

(iv) Abandonment of Employment

An employee who fails to report for work and inform the employer of reason(s) for absence for 5 consecutive actual working days will be deemed to have abandoned their employment and consequently terminated the contract of employment. Entitlements will be payable if claimed in writing.

2.1.3 Weekly Employees

Termination

(a) 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.

- (b) An employee will give the Employer one week's notice of termination.
- (c) 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 Part Time Employees

Employees may be employed on a part-time basis.

- (a) A part-time employee shall be employed on the basis of employment for at least 15 hours per week and for not more than 32 hours per week (Monday to Friday) but not less than 3 hours on any one day worked by the employee.
- (b) The number of part-time employees shall not exceed 1 for every 3 full-time employees.
- (c) Provided that a part-time employee shall be paid per hour at 1/38 of the weekly rate prescribed in the Schedule of Pay Rates.
- (d) Part-time employees shall receive pro rata payment for annual leave, sick leave, public holidays, rostered or deferred days off, long service leave and any other entitlements of full-time employees proportionate to the hours worked by weekly employees.
- (e) Notice of termination for a part-time employee shall be as specified in clause 2.1.2(c) at the rate of pay consistent with the hours normally rostered for such part-time employees.

2.1.5 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) **Conversion to Daily/Weekly Employee**
Employees may be employed as casuals provided that if a casual is employed for more than 40 consecutive actual working days, the employee automatically becomes a regular daily employee. This clause may be varied by agreement with the Consultative Committee.
- (c) **Loadings**
 - (i) A casual worker engaged to perform work in a section where weekly engagement operates shall be paid one thirty-eighth (1/38) of the weekly rate for each hour worked, plus 25% of such rate.
 - (ii) A casual 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.
 - (iii) The 25% additional payment is compensation for casual employees for Holidays, Annual Leave, Sick Leave, Compassionate Leave and Long Service Leave.

2.1.6 Deductions

- (a) An employee not attending to or not performing his or her duty shall, except where otherwise expressly provided for in this Agreement, lose his or her pay for the actual time of such non-attendance or non-performance.
- (b) The Employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed because of:
 - (i) 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 factory's operations for which the Employer cannot reasonably be held responsible.

2.1.7 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 employer's choice, preferably one of the union representatives.
- (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 two years.

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.

2.3 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 shall be made following consultation with the Consultative Committee established under Clause 6.1.
- 2.3.2 If the Employer contemplates an entirely new method of processing within the establishment, such as installation of machines or new technology, where an employee requests, it will give the Union seven (7) days notice in writing in addition to consulting with the Consultative Committee pursuant to Clause 6.1.

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 5am and 5pm.
- 2.4.3 In lieu of 2.4.2 an employee may agree to be rostered on a regular and predetermined basis with ordinary hours for a full time employee being between 3am and 5am Monday to Saturday whereby in respect of hours worked between 3am and 5am shall be paid a 60% penalty in addition to ordinary time earnings notwithstanding that such hours are counted as part of the employees ordinary weekly hours.
- 2.4.4
- (a) The employer may request a four (4) day work cycle to be implemented only with the approval of a majority of employees, and after consultation with the Union.
- (b) A four (4) day work cycle will consist of four working days during Monday to Friday inclusive, of no more than nine and one half (9½) hours per day.
- 2.4.5 If an employee is working a four day work cycle pursuant to 2.4.4 hereof, and a public holiday falls on the fifth day of the working week, on which the employee is rostered off, that employee shall receive an additional 7.6 ordinary hours pay.

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 after working 20 day (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 3.2, but excludes rostered or deferred days off.

- (b) Each employee will accrue a time credit on the basis on one-nineteenth (1/19th) of each calendar day, Monday to Friday (excluding rostered or deferred days off).
- (c) A day's pay for the purposes of a "day off" will be calculated by adding the amount of money accrued in the twenty (20) day work cycle and dividing it by nineteen (19).

2.5.3 Pay Out of Entitlement

- (a) 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.
- (b) When an employee is absent and receiving workers' compensation payments, entitlement accumulated in accordance with 2.5.2(a) during such period of absence shall be paid to the employee provided that the minimum payment made shall be the equivalent of a "days pay" calculated in accordance with 2.5.2(c).
- (c) Where such payment is made to an employee, any entitlement accumulated in accordance with 2.5.2(b) during such period of absence shall be deemed to have been taken by the employee.
- (d) Any entitlement accumulated in accordance with 2.5.2(a) and 2.5.2(b) by the employer prior to such absence for which workers' compensation payments are made shall remain to the credit of the employee.

2.5.4 Rostering/Accumulation of 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, unless by agreement between the employer and the Consultative Committee.
- 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 6.2 (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 day.
- (b) Permanent "night shift" employees shall receive an additional 27 ½% per day.

2.7.3 Work On Weekends and Public Holidays - Timeworkers

- (a) **Saturday Work**
With the exception of employees employed on shift work, all work performed on a Saturday shall be paid for at time and a half for the first three (3) hours and double time thereafter provided that employees required to work on Saturday shall be guaranteed a minimum of three (3) 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 4.4 (Public Holidays) shall be paid at double the ordinary rate in addition to the payment provided for the public holiday in Clause 4.4, 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 an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and where an employee requests, with the union

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 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:

- (a) 2 weeks for each completed year of service up to a maximum of 16 weeks.
- (b) Employees 45 years and over shall receive 1 week extra payment.
- (c) The employer shall give a minimum period of notice of one (1) week, or one week's pay in lieu of such notice.
- (d) Pro rata payment will be made for each completed month of an uncompleted year.
- (e) Payment shall be at the rate of pay defined in clause 10 (Schedule of Rates).

2.8.4 Any dispute with respect to the application of this clause shall be determined in accordance with Clause 6.2 (Settlement of Disputes).

2.8.5 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.

2.10 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 Regular Daily Employees

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 three (3) hours and double time thereafter.

3.1.3 Shift Workers

All time worked outside eight hours on any shift as prescribed in Clause 2.7 shall be paid for at time and one half for the first three (3) 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.

- 3.1.4 If a shift worker is offered and accepts overtime for another shift of Saturday or Sunday morning, overtime is paid at the ordinary overtime rate applicable to that particular shift.

3.2 MAKE UP PAY

- 3.2.1 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.

- 3.2.2 No payment under this clause shall be made for the first three (3) days of an absence for which workers' compensation is claimed.

- 3.2.3 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.

- 3.2.4 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.

- 3.2.5 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.
- 3.2.6 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.
- 3.2.7 No payment shall be made in respect of any absence following a recurrence of injury arising out of employment with another employer.
- 3.2.8 No payment shall be made in respect of any period of other paid leave of absence.
- 3.2.9 Payment under this Agreement is limited to a maximum of thirty (30) weeks in any twelve (12) month period.
- 3.2.10 In the case of termination of employment by the Employer, payment shall continue until the balance of the employee's current entitlement has expired.
- 3.2.11 An employee on engagement is 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.
- 3.2.12 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.
- 3.2.13 Entitlement under this clause shall cease on the death of any employee.
- 3.2.14 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 6.2.

3.3 GUARANTEED MINIMUM PAYMENT

- 3.3.1 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.
- 3.3.2 **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);

- 3.3.3 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.
- 3.3.4 Should any problems arise in respect of a restricted number of days' employment being offered by the Employer, or otherwise affecting the operation of the guaranteed minimum weekly payment, the issue shall be determined in accordance with Clause 6.2 (Settlement of Disputes).
- 3.3.5 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).

3.4 MEAL ALLOWANCE

An employee required to work overtime for one and a half hours or more after their rostered finishing time will be paid a meal allowance of \$11.78

3.5 SUPERANNUATION

- 3.5.1 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.
- 3.5.2 The Employer shall make superannuation contributions on behalf of employees in accordance with this clause.
- 3.5.3 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.
- 3.5.4 The Employer's contribution for employees engaged as regular daily or weekly employees is the amount pursuant to the Superannuation Guarantee (Administration) Act 1992.
- 3.5.5 The Employer's contribution for casual employees is the amount required by the Superannuation Guarantee (Administration) Act 1992 and Superannuation Guarantee Charge Act 1992.
- 3.5.6 All contributions will be forwarded monthly to the appropriate fund.
- 3.5.7 The Employer's contribution will not be paid in respect to any unpaid absence from work of any employee.

4. LEAVE PROVISIONS

4.1 ANNUAL LEAVE

- 4.1.1 Except as otherwise provided in this Agreement every employee, other than a casual employee, shall accrue such annual leave as to entitle him or her to four (4) weeks of annual leave each year on ordinary pay. Employees defined as shiftworkers under clause 2.7 hereof shall accrue 5 weeks paid annual leave pursuant to the National Employment Standards
- 4.1.2 Annual Leave is to be taken in accordance with section 88 of the Act.
- 4.1.3 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.
- 4.1.4 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.
- 4.1.5 Payment
- (a) Unless the employee requests, the Employer shall pay each employee in advance, before the commencement of annual leave, his or her ordinary pay for the annual leave period.
- (b) A loading of 17 ½ % shall be paid in addition to that amount.
- 4.1.6 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 employee shall be deemed not to be on leave for that public holiday.
- 4.1.7 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 pay to the worker, in addition to all other entitlements due to him or her, his or her ordinary rate of pay for the period of that remaining annual leave.
- 4.1.8 "Ordinary Pay"
- (i) In relation to any worker means the payment set out in the Schedule of Rates
- (ii) 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.

4.2 PERSONAL/CARER'S LEAVE

- 4.2.1 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 as soon as possible 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. Failure to notify the duration of an absence may result in standown on return.
- (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, 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 6.2 (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.

4.2.2 Any employee eligible for personal leave shall accrue leave at the rate of 3.8461% of ordinary hours worked. 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.

4.2.3 **New Rates To Apply Prospectively**

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

4.2.4 The minimum payment of personal leave shall be one (1) day unless payment is being made as provided in sub-clause 4.2.6.

4.2.5 If the full period of personal 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.

4.2.6 The Employer may, by agreement with an employee, pay out the portion of personal leave so accrued which exceeds a total accrual of 15 days.

4.2.7 Should an employee, eligible for personal 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 personal leave that has been accumulated on his or her behalf up to a maximum of 160 hours. Such payment will be at the rate according to the formula prescribed in 4.2.2.

4.2.8 Personal leave which has been accrued may be taken, in the alternative, as paid carer's leave, provided that the requirements set out in the Act are met.

4.3 LONG SERVICE LEAVE

4.3.1 All employees shall be entitled to Long Service Leave on ordinary pay based upon continuous employment in accordance with this clause.

4.3.2 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 (7) 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 (7) 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.

4.3.3 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.

4.3.4 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

4.3.5 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.

4.3.6 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.

- 4.3.7 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 6.2 (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.
- 4.3.7 Notwithstanding anything in paragraph 4.3.8 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.
- 4.3.8 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.
- 4.3.9 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.
- 4.3.10 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.
- 4.3.11 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 6.2 (Settlement of Disputes).
- 4.3.12 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) 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.
- 4.3.13 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.
- 4.3.14 No employee shall during any period when he or she is on Long Service Leave engage in any employment for hire or reward.
- 4.3.15 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.
- 4.3.16 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 twenty (20) days 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 three (3) 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 4.6 (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.

4.4 PUBLIC HOLIDAYS

4.4.1

- (a) Subject to the conditions and limitations contained in this clause all employees, except casual employees, shall be entitled to a paid holiday on Christmas Day, Boxing Day, New Year's Day, Australia Day, Picnic Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday 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) Subject to clause (a) above, a Picnic Day holiday is to be observed on the Friday immediately prior to the date of the Sovereign's Birthday.

4.4.2 Subject to clause 4.4.3, an employee shall not be entitled to be paid for a holiday under clause 4.4.1 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 4.5, irrespective of whether evidence has been provided under clause 4.5.2; or
- (d) long service leave; or
- (e) sick leave or carer's leave under clause 4.2.1, irrespective of whether notice or evidence has been provided under clauses 4.2.1(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.

4.4.3 Clause 4.4.2 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.

4.4.4 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 4.4.2(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.

4.4.5 Time workers shall receive payment for the holidays prescribed in 4.4.1 hereof at the ordinary rates of pay.

4.5 EVE'S DAY

- 4.5.1 On Christmas Eve, New Years Eve and Good Friday Eve, work shall cease at the completion of 75% of a normal day's throughput. Employees shall cease work progressively.
- 4.5.2 On the above day, all labourers shall do a normal "clean-up" and receive an ordinary day's pay.

4.6 COMPASSIONATE LEAVE

- 4.6.1 Subject to clause 4.6.2, 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.
- 4.6.2 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.
- 4.6.3 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).

4.7 PARENTAL LEAVE

- 4.7.1 **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.
- 4.7.2 **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.
- 4.7.3 **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.
- 4.7.4 **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.

4.7.5 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.

4.7.6 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.

4.7.7 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.

4.8 SPECIAL LEAVE

- 4.8.1 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.
- 4.8.2 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.
- 4.8.3 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.
- 4.8.4 For the purpose of this clause his or her employment shall be deemed to be continuous in accordance with Clause 4.3 (Long Service Leave).

4.9 JURY SERVICE

- 4.9.1 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.
- 4.9.2 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 the rate prescribed in the Schedule of Rates for the classification in which he or she is employed, up to a maximum of 10 days.

4.10 RESUMING AFTER AN ABSENCE

- 4.10.1 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.

- 4.10.2 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.

5. NOTICES AND RECORDS

5.1 NOTICE BOARD

- 5.1.1 The Employer shall erect notice boards in prominent positions in the works for information to be circulated from the Consultative Committee.
- 5.1.2 The Consultative Committee 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.

5.2 TIME AND WAGES RECORDS

5.2.1

- (a) 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.

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

- 5.2.2 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.

- 5.2.3 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.

6 CONSULTATIVE ARRANGEMENTS

6.1 CONSULTATIVE COMMITTEE

- 6.1.1 There shall be a Consultative Committee established at the plant.
- 6.1.2 This Committee shall consist of representatives of the Employer and employees.
- 6.1.3 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.

6.2 SETTLEMENT OF DISPUTES

- 6.2.1 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.
- 6.2.2 Work shall continue throughout all stages of the dispute.
- 6.2.3 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

- 6.2.4 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.
- 6.2.5 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.
- 6.2.6 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.
- 6.2.7 Both parties reserve the right to notify the Commission should the above provisions not be carried out.

7. AWARD FLEXIBILITY

- 7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 7.3 The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 7.4 The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this award that the employer and the individual employee have agreed to vary;



- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 7.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

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, 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

- 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.

8.3 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 First Aid kits will be available in each distinct work area in accordance with the above Code of Practice.

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 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 Mackay Casings Induction Program.
- 9.2.2 Induction training shall be delivered on the job.

10. SCHEDULE OF PAY RATES**10.1 CASING WORKERS**

Ordinary Time Rates of Pay

	Adult (18 yrs & over)	17 Years (60%)	16 Years (50%)
From 31/3/2011	707.37	424.42	353.69
From 31/3/2012	730.36	438.22	365.18
From 31/3/2013	755.93	453.56	377.96

10.2 TRAINEES

New regular daily employees undertaking the traineeship provided by the employer shall be paid in accordance with clause 10.1.

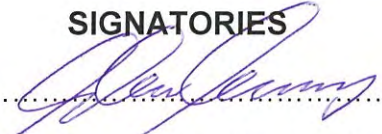
10.3 COMPETENCY

- (a) During the currency of this Agreement the Company and the Consultative Committee will work towards developing, trailing and implementing competency levels according to industry standards.
- (b) The pay rates set out in 10.1 hereof are acknowledged to be the common rate that covers the skill level that applies to the majority of employees.


11. 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.

12. SIGNATORIES


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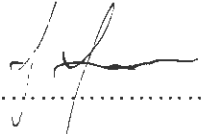
For and on behalf of Mackay Casings Pty Ltd


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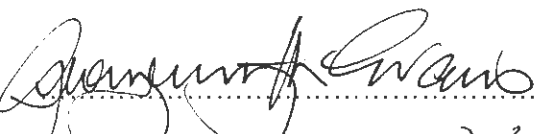
In the presence of: COURTNEY PARCELL

Dated the 31ST day of May 2012.

JARROD JONES


.....

For and on behalf of:
Australasian Meat Industry Employees Union


.....

In the presence of: GWYNNITH EVANS

Dated the 30TH day of MAY 2012.

