

AG840703 PR959086

**AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION**

*Workplace Relations Act 1996*  
s.170LJ - Agreement with organisations of employees (Division 2)

**Australasian Meat Industry Employees Union, The**

**and**

**G & B Gathercole Pty Ltd**  
**(AG2005/4092)**

**G&B GATHERCOLE PTY LTD AND THE AUSTRALASIAN  
MEAT INDUSTRY  
EMPLOYEES' UNION VICTORIAN MEAT PROCESSING  
AGREEMENT 2005**

Meat Industry	
COMMISSIONER GRAINGER	MELBOURNE, 21 JUNE 2005

**CERTIFICATION OF AGREEMENT**

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 21 June 2005 and shall remain in force until 1 December 2006.

BY THE COMMISSION:

COMMISSIONER

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G&B GATHERCOLE PTY LTD

AND

AUSTRALASIAN MEAT INDUSTRY  
EMPLOYEES' UNION

VICTORIAN

MEAT PROCESSING  
 AGREEMENT  
 2005

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## **1. THE AGREEMENT**

### **1.1 TITLE**

This Agreement shall be known as the G&B Gathercole Pty Ltd and the Australasian Meat Industry Employees' Union Victorian Meat Processing Agreement 2005.

### **1.2 APPLICATION OF AGREEMENT**

(a) This Agreement has been negotiated between G&B Gathercole Pty. Ltd. And the Australasian Meat Industry Employees' Union, representing all employees engaged in

the processing operations undertaken by the employer.

(b) This Agreement is binding on the union and shall apply to its officers and members and the employer and the employees of the employer employed in Victoria who are eligible to be members of the union, whether members of the union or not.

(c) With the exception of matters specifically referred to herein, this Agreement will also apply to trainees engaged by training companies who are employed at the Carrum meat works.

(d) This Agreement shall apply in relation to any employment in which it is applicable to the exclusion of the provisions of the Victorian Meatworkers and By-Products Agreement Award and any Agreement based thereon or the Federal Meat Industry Award 1981 as varied and any Award varying or replacing the said Award or any other Award.

(e) Any reference to "the employer" in this Agreement shall include reference to the successor, assignee or transferee of such employer or part thereof within the meaning of s. 149 (d) of the Industrial Relations Act and shall include reference to such employer or part thereof notwithstanding any change in its name or status.

### **1.3 DURATION AND RENEWAL**

(a) This Agreement shall come into operation from the beginning of the first pay period commencing on or after the 1st day of December 2004. and shall continue in force until the 1st day of December 2006.

(b) The parties to this Agreement agree that negotiations to renew this Agreement will commence two months prior to expiration of the Agreement.

(c) Should negotiations not achieve agreement, the wages and conditions of employees shall continue as at the date of expiration.

### **1.4 WAGE INCREASES/NO EXTRA CLAIMS**

(a) A wage increase of 4% shall be paid to the small stock slaughtermen and labourers on the implementation of this Agreement as at 1st December 2004.

Remaining employees will receive a 3% wage increase as at 1st December 2004.

(b) The wages set out in Clause 3 of this Agreement contain the wage increases referred to in part 1.4(a) hereof.

(c) There will be a further wage increase of 2% to all employees as at 1st December 2005

(d) The payments made under paragraphs (a) and (b) shall be in lieu of any National Wage Case increases awarded by the Industrial Relations Commission during the period of this Agreement.

(e) It is a condition of this Agreement that the union and its members employed by G&B Gathercole Pty. Ltd. undertake not to pursue any extra claims for the duration of this Agreement except when consistent with the terms of this Agreement.

## **1.5 NATIONAL STANDARDS**

This Agreement shall not operate so as to cause employees to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave and long service leave, or any other national standard determined by the Commission.

## **1.6 OBJECTIVE**

(a) The parties to this Agreement are committed to:

(i) continuing an harmonious industrial relations environment through a commitment to consultation and recognition of the role of the union and its shop committee organisation in all aspects of this Agreement,

(ii) increasing the efficiency and productivity of the company 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,

(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, a change to this Agreement is necessary the parties will co-operate to implement these changes.

## **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 AMIEU including its officers, the delegates and the employees of G&B Gathercole Pty. Ltd. Senior management and management directly involved with the processing operations have represented the employer in the consultative process.

(b) This Agreement shall be a complete document representing the position at G&B Gathercole Pty Ltd and there shall be no reference to any other Agreement. Any matter not covered in this Agreement shall be discussed by the employer and the union and, if necessary, referred to the Consultative Committee.

## **1.9 DEFINITIONS**

(a) Commission

Means the Australian Industrial Relations Commission.

(b) Employer

Means G&B Gathercole Pty Ltd

(c) Union

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

(d) Consultative Committee

This Committee shall consist of the union shop committee and such representatives of the union as the union shall determine and such management representatives, but including senior management levels, as the employer shall determine.

(e) Union Delegate

Means the union representative for a department of the works.

(f) Works Delegate

Means the union representative for the works as a whole.

(g) Juveniles

A juvenile shall mean a person under eighteen years of age.

(h) Week

Means the worker's ordinary working week.

(i) Sharpening

Sharpening means the use of grindstones, emery or like wheels, and the use of oil, carborundum or like stones, but does not include steeling.

(j) Transmission

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

corresponding interpretation.

## **2. CONDITIONS OF EMPLOYMENT**

### **2.1 CONTRACT OF EMPLOYMENT**

#### **2.1.1 All Employees**

##### **(a) Engagement**

An employee shall be informed when engaged of the nature of his or her engagement whether as a 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 Clause 3 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, the notice shall be given before 9.00 am 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 butchers, drivers and driver's assistants, lumpers, breakers up and loaders, employment shall be by the week.

(b) Termination

(i) Employment shall be terminated apart from Clause 2.1.6, only by a week's notice on either side. Such notice shall be given at anytime during the week but if given at anytime 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 such forty hour's notice, the employer may pay forty hours wages and vice versa.

(ii) 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

The day and his shall engage a casual employee or her employment shall cease at the end of each day.

(b) Conversion To Weekly/Daily Employee

Employees may be employed as casuals, provided that if a casual is employed for more than one month, the employee may be considered for weekly or regular daily employment.

(c) Loadings

(i) A casual time work employee engaged to perform work in a section where weekly engagement operates shall be paid one-fifth of the weekly rate for the classification he or she is engaged under as prescribed in this Agreement plus 20% of such rate for each day or shift.

(ii) 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 20% 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 20% of his or her earnings for the day.

(iv) The 20% additional payment is compensation for casual employment, 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 4.2 (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,
- (iii) any industrial disputes by employees of authorities or organisations responsible for the supply of electricity, water, gas, sewerage or others essential to the continuance

of meatworks operations, for which the employer cannot reasonably be held responsible.

#### 2.1.6 Warnings/Dismissals

(a) The employer shall not unfairly, harshly or unreasonably dismiss an employee and any dispute relating to this clause shall be determined in accordance with Clause 7 (Settlement of Disputes).

(b) Should an employee be accused of faulty and/or inefficient work or unwarranted absenteeism or breach an agreement or declared Company policy, the employer shall serve a warning notice on that employee of the allegation in the presence of the union or works delegate, and a copy of the notice shall be given to the works delegate.

(c) If the circumstances referred to in paragraph (b) occur on a second occasion another notice will be issued.

(d) If following a second notice, a further allegation of faulty and/or inefficient work or unwarranted absenteeism is made and proven then a notice of termination shall be issued to that employee.

(e) Nothing in the Agreement shall affect the right of an employer to summarily dismiss an employee without notice in accordance with paragraph (b) above for malingering, gross inefficiency, neglect of duty or proven misconduct. In such a case wages shall be paid up to the time of dismissal only.

(f) The period for which warning notices pursuant to paragraphs (b) and (c) shall apply shall be 18 months for all warnings issued on or after 1st December 2004.

#### 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 be applied as agreed through the Consultative Committee, recognising that employees being employed on the basis of seniority have the skills required for the jobs available.

## **2.2 WORK TO BE PERFORMED**

2.2.1 An employer may direct an employee to carry out such duties as are within the

limits of the employees skill, competence and training consistent with his or her classification and any direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy work environment.

2.2.2 Employees shall perform such work as the employer or his or her representative requires on the days and during the hours usually worked by the class of employee affected.

2.2.3 All work performed under this Agreement shall be carried out to the satisfaction of the employer.

2.2.4 With respect to pieceworkers:

(i) employees will perform their duties in accordance with agreements reached between the employer and the union with regard to methods of work and other arrangements,

(ii) there will be no variation, alteration or addition to the conditions of employment of these workers unless agreed with the union,

(iii) slaughterers shall remove skins and hides free from cuts and tears.

(iv) 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 4.2 and 4.3 relating to Waiting Time and Work On Time, then at the request of the employer, the employees shall resume work in time to complete to the tasks commenced and avoid any loss in product.

## **2.3 CHANGES TO SYSTEMS AND METHODS OF WORK**

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

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 7 days notice in writing in addition to consulting and reaching agreement with the Consultative Committee.

## **2.4 HOURS OF WORK**

(a) Except as provided elsewhere in this Agreement, the ordinary hours of work for all employees, other than casuals, shall be thirty-eight (38) hours per week.

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

of 6.00 a.m. and 5.30 p.m. subject to Clause 11.1.1 (Piece Work Provisions - Hours of Work).

(c) 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 6 a.m. and 6 p.m. 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) days (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 4.4, 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).

### **2.5.3 Pay Out of Entitlement**

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

(i) any entitlement accumulated in accordance with sub-clause 2.5.1 of this clause shall be paid to the employee on termination of engagement for any reason.

(ii) when an employee is absent and receiving workers' compensation payments, entitlement accumulated in accordance with paragraph 2.5.2(a) of this clause during such period of absence shall be paid to the employee, provided that the minimum payment made shall be the equivalent of a "day's pay" calculated in accordance with paragraph 2.5.2(c) of this clause.

(iii) where such payment is made to an employee, any entitlement accumulated in

accordance with paragraph 2.5.2(b) of this clause, during such period of absence, shall be deemed to have been taken by the employee.

(iv) any entitlement accumulated in accordance with paragraphs 2.5.2(a), and (b) by the employee prior to such absence for which workers' compensation payments are made, shall remain to the credit of the employee.

#### 2.5.4 Rostering/Accumulation of RDO's

(a) An employee may be regularly rostered off during a particular work cycle, or,

(b) An employee may be required to accumulate his or her entitlement up to a total of seven (7) days. In this case such accumulated days off and other days subsequently accumulated must:

(i) be taken at such time as is agreed between the employer and employee.

(ii) before the expiration of twelve (12) months from the anniversary date at which such accumulation began.

#### 2.5.5 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 union of the starting and finishing times of:

(i) ordinary hours of work for the general body of employees in each department,

or

(ii) for the first employee to start in a team,

or

(iii) group of employees where the nature of the work involves a staggered start, and

(iv) 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 paragraph 2.6.1 shall be determined in accordance with Clause 8.3 (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

agreement in writing between the employer and the union to meet the needs of the particular establishment.

(b) Shift work may not be introduced for less than five (5) consecutive working days. Such shift work shall be subject to the minimum payments prescribed in Clauses 3.8 and 4.5.

(c) Nothing in this clause shall restrict the right of the employer to request an employee to work overtime or to work an additional shift due to the non-attendance of an employee in the department.

(d) For the purpose of this sub-clause "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

(i) Permanent "afternoon shift" employees shall receive an additional 15% per week.

(ii) Permanent "night shift" employees shall receive an additional 27% per week.

(iii) Rotating shift employees working "afternoon shift" shall receive an additional 12.14% per week.

(iv) Rotating shift employees working "night shift" shall receive an additional 25% per week.

#### 2.7.3 By Products and 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

Employees whose ordinary hours of work finish at or before noon shall:

(i) be paid the ordinary rate plus 25% thereof.

(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 9.2 (Rest Periods).

#### 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 - Time Workers

##### (a) Saturday Work

With the exception of employees employed on shift work in the By Products and

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

(b) Sunday Work

With the exception of employees employed on shift work in the By Products department 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, with the exception of those covered by subclause 2.7.8.

(c) Public Holidays

All work performed on any holidays as prescribed in Clause 6.4 (Public Holidays) shall be paid at double the ordinary rate in addition to the payment provided for the Public Holiday in Clause 6.4, provided that employees called on to work on a holiday shall be guaranteed a minimum of four (4) hours pay at double the ordinary rate in addition to the payment for the said Public Holidays, with the exception of those covered by subclause 2.7.8.

2.7.7 All shift penalties referred to in Clause 2.7 shall be payable for Public Holidays, Sick Leave, Annual Leave and Rostered Days Off for the employee concerned.

2.7.8 When a shift workers is entitled to a public holiday the 24 hours for that holiday or any subsequent holiday is deemed to commence at the normal starting time of the employee's shift. When a shift worker commences the normal Monday shift prior to midnight on Sunday, penalty rates for working on weekends shall not apply. Weekend penalty rates shall only apply where it is agreed that the work on Sunday forms part of the normal weekly shift.

## **2.8 REDUNDANCY**

2.8.1 In the event of any employee becoming redundant the Company will pay to that employee a payment of one weeks wages for each year of service and pro-rata for any incomplete year up to a maximum of 18 years.

2.8.2 Redundancy payment will be calculated on the average of the last 250 actual working days.

## **2.9 PAYMENT OF WAGES**

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

2.9.2 Wages shall be paid by deposit of those wages in a bank account.

2.9.3 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.

2.9.4 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.

2.9.5 Wages due to a casual employee shall be paid immediately on the termination of work on each day on which he or she is engaged if so requested by any such employee.

## **2.10 MEAL TIMES**

2.10.1 A period of one hour shall be allowed to all employees no later than five (5) hours after commencing work. A midday meal break shall be allowed commencing at any time between 11.00am and 2.00pm. Notwithstanding anything elsewhere contained in this clause, employees may by mutual consent be allowed either half an hour or three quarters of an hour for each meal interval.

2.10.2 The time of meal breaks shall be fixed by the Consultative Committee and shall not, except in any emergency, be altered unless twenty four (24) hours notice is given to the employee concerned.

2.10.3 An employee called upon to work during a meal interval shall be paid overtime rates for the period so employed and such overtime shall continue until a meal break is allowed.

2.10.4 Notwithstanding anything elsewhere contained in this clause, shift workers shall be allowed a crib time of not less than twenty (20) minutes nor more than thirty (30) minutes which shall be counted as time worked and paid accordingly.

## **2.11 EMPLOYEE FACILITIES**

The employer shall provide the following facilities for employees :-

(i) Boiling water in sufficient quantities to make an adequate supply of hot drinks for each employee immediately each meal break or rest break commences.

(ii) Changing rooms, dining rooms, toilets, wash basins, showers, etc., in accordance with the provisions of the Code of Practice for Workplaces made pursuant to the Occupational Health and Safety Act 1985.

(iii) Adequate supplies of cool drinking water at convenient locations.

(iv) Adequate supplies of anti-bacterial soap and sterile drying equipment in all washrooms.

## **2.12 EMPLOYEE LIABILITY**

2.12.1 An employer sued by any person, including an employee, for damages for personal injury or loss caused to that person by reason of any alleged negligent act or omission of an employee to whom this Agreement applies whilst acting in the scope

of his or her employment, shall not claim from such employee so alleged to have been negligent, contribution or indemnity in respect of any such damages for which such employer is sued.

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

**2.13 TRANSMISSION OF BUSINESS**

Where a business is before or after the date of this agreement transmitted from the employer (in this clause called "the transmitter") to another employer (in this clause 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 of service of the employee with the transferee.

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.

**2.14 JUVENILES**

2.14.1 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 union as to the suitability of such tasks for juveniles.

2.14.2 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. PAY RATES**

**3.1 SLAUGHTERERS: PIECEWORKERS**

	Daily	Unit
3.1.1 Beef Slaughterers: On Rail System	\$	\$

(i) Minimum daily payment for		
tally of up to 20	146.00	
(ii) Constant unit rate for production from		
20 up to 28		7.30
(iii) Cattle stuck from 2.55pm to 3.30pm		
shall be paid at a rate of:		13.00
Labourers Rate		8.72
Any cattle treated in excess of maximum tally (27) shall		
be paid for at these rates, even if treated prior to 2.55pm.		
3.1.2 Sheep & Lamb Slaughterers: Conventional Dressing		
System		
(i) Minimum daily payment for		
tally of up to 80	148.80	
(ii) Constant Unit Rate for production from		
80 to 90		1.86
(iii) Unit rate for production in excess of 90 tally		3.42
<b>3.2 FOLLOW-ON LABOURERS</b>		
3.2.1 Slaughtering Beef On Rail		
(i) Adult "follow-on" Labourers as defined		
in sub-clause 11.4.1 (a) shall receive	111.76	
(ii) Constant Unit Rate for additional stock		
treated as prescribed in Clause 11.4.1 (b)		
for adult "follow-on" labourers		4.45
(iii) Juvenile "follow-on" labourers as defined in		
Clause 11.4.1 (a) shall receive the following		

percentages of the adult rate:		
At 16 years and under (50%)	55.88	
At 17 years (60%)	67.06	
At 18 years (100%)	111.76	
(iv) Constant Unit Rate for additional stock treated as prescribed by Clause 11.4.1(b) for Juvenile "follow-on" labourers:		
At 16 years (50%)		2.23
At 17 years (60%)		2.67
At 18 years (100%)		4.45
(v) Unit Rate for follow-on labourers for stock treated in excess of maximum tally		8.99
* "Follow-on" Labourers shall include head and feet boners.		
3.2.2 Slaughtering Sheep & Lamb: Conventional System		
Follow-on Labourers		
(i) Adult follow-on labourers as defined in sub-clause 11.4.1 (a) shall receive:	114.40	
(ii) The payment for additional stock treated as prescribed in clause 11.4.1 (b) for adult follow-on labourers shall be		1.43
(iii) Unit Rate for follow-on labourers for stock treated in excess of 90 tally:		2.35
(iv) Juvenile follow-on labourers as defined in clause 11.4.1 (a) shall receive the following percentages of the Adult rate:		
At 16 years and under (50%)	57.20	
At 17 years (60%)	68.64	
At 18 years and over (100%)	114.40	

(iv) The payment for additional stock treated as prescribed by clause 11.4.1 (a) for juvenile follow-on labourers shall be the appropriate proportional payment of the adult follow on labourers rate as prescribed in (iii) above:		
16 years and under (50%)		0.72
17 years (60%)		0.86
18 years and over 100%		1.43
<b>3.2.3 All Others</b>		
All others to be paid as prescribed by clause 11.3.2.	105.58	
<b>3.3 DROVERS</b>		
(Timeworkers)	114.99	
<b>3.4 TIMEWORKERS</b>		
<b>3.4.1 Weekly Employees</b>		
<b>Outside Drivers</b>		
All trucks	528.00 per week	
<b>3.4.2 Regular Daily Employees</b>		Daily
(a) Forklift drivers, tractors and other drivers on works	105.58	
(b) All others	105.58	
(c) Gear Cleaning	108.97	
(d) Beef Floor Maintenance	108.64	

### 3.5 GRADINGS FOR LABOURERS

3.5.1 In respect of labourers, persons who "step up" into piecework positions for all or any part of a day will receive the applicable piece-work rate for the day.

3.5.2 Labourers who are moved from their normal department during the course of the

working day shall receive the higher rate of pay for the day unless permanently transferred to another department.

### 3.6 EXTRA PAYMENTS

	\$ Daily
Aus. Trim	10.34
Neck Trim	10.34
Scales Operator	5.17
Head Boner	10.34
Drop Tongue	10.34
Special Gut Labourer	10.34
Retain Rail Labourer	5.17
Air Knife	23.25

On a 15 team an additional \$12.92 shall be paid for the top trim and head boner.  
On a 17 team an additional \$12.92 shall be paid for the neck trim.

### 3.7 JUVENILES

Juveniles employees shall receive the following percentage of the adult rate of pay of the classification applicable:

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

### 3.8 GUARANTEED MINIMUM WEEKLY PAYMENTS

The guaranteed minimum weekly payments provided under Clause 4.5 shall be:

(a) Pieceworkers

(i) Beef Slaughterers	584.00
(ii) Mutton Slaughterers	595.20

(b) Follow-On Labourers

Four times the daily classification rate set out in sub-clause 3.2.

(c) Timeworkers

Four times the daily classification rate set out in sub-clause 3.4.

### **3.9 PENALTY AND DISABILITY PAYMENTS**

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

## **4. ADDITIONAL PAYMENTS**

### **4.1 OVERTIME**

#### **4.1.1 General**

It is a condition of engagement and of employment that an 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.

#### **4.1.2 Follow-On Labourers**

Employees who qualify for additional "Follow-on" labourer payments under the provisions of this Agreement shall for all time worked outside the ordinary hours of work on any day Monday to Friday inclusive, be deemed to be working overtime and shall be paid for at time and a half for the first three (3) hours and double time thereafter.

#### **4.1.3 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 hours and double time thereafter.

#### **4.1.4 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 a half for the first two and a half hours and double time thereafter based on the ordinary rate of pay. In addition, for each hour of overtime there shall be paid the same amount of shift work allowance that the employee was receiving for each hour of ordinary time for the shift worked prior to working overtime.

#### **4.1.5 Drivers and Penners Up**

(i) An employee called back to work after the time of ending work shall be paid at the rate of time and a half of all work done, subject to a minimum payment for three(3) hours at overtime rates.

(ii) All work outside the times of beginning and ending work referred to in sub-clause (a) of this clause 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 hours and double time thereafter.

#### **4.1.6 Load Out**

(a) All time worked in excess of eight (8) hours on any day or in excess of forty (40) hours in any week shall be paid for at time and a half for the first two and a half hours

and double time thereafter based on the ordinary time rate of pay, i.e. exclusive of any allowance, loadings or additional payments provided by this Agreement.

The minimum number of hours worked on any day may be varied by agreement between the employer and the union.

(b) By agreement between the Union and the Company ordinary hours can be varied up to a maximum of 9 hours per day.

#### 4.1.7 Transport

(a) All work in excess of eight (8) hours in any day or forty (40) hours in any week shall be paid at \$25 per hour.

(b) By agreement between the Union and the Company ordinary hours can be varied up to a maximum of 10 hours per day which would allow forty (40) ordinary hours to be worked over four (4) days.

### **4.2 WAITING TIME**

4.2.1 When delays or interruptions to work occur, other than due to a cause as specified in sub-clause 4.2.2, waiting time shall be paid and calculated by the method prescribed in sub-clause 4.2.3.

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

(i) Proven stoppages of work whether within the section of the works where waiting time is claimed or other sections of the works.

(ii) Proven faulty work.

(iii) Proven acts of negligence or misconduct by employees, not being employees on the salaried staff of the employer.

(iv) Industrial disputes by employees of authorities or organisations responsible for the supply of electricity, water, gas, sewerage or other essential to the continuance of meatworks operations.

4.2.3 Waiting time payments shall be calculated on the basis of \$25.17 per hour for the beef slaughterers and \$24.04 for mutton slaughterers.

### **4.3 WORK ON TIME**

4.3.1 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.

4.3.2 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, stoppages by employees 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.

4.3.3 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 4.2 (Waiting Time) plus 50 per cent.

#### **4.4 MAKE UP PAY**

4.4.1 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 employees classification.

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

4.4.3 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.

4.4.4 No payment shall be made for any injury occurring during the first months of employment with any employer, except where the injury is visual, or where medical evidence shows to the satisfaction of the employer or in the absence of agreement between the parties concerned, to the satisfaction of an independent medical practitioner jointly agreed by the parties, that the injury occurred while in the employ of that particular employer. This sub-clause shall not apply to employees resuming employment when required following a period of retrenchment.

4.4.5 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.

4.4.6 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.

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

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

absence.

4.4.9 Payment under this Agreement is limited to a maximum of thirty (30) weeks of any claim.

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

4.4.11 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.

4.4.12 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.

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

4.4.14 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 8.3.

## **4.5 GUARANTEED MINIMUM PAYMENT**

### **4.5.1 Guaranteed Minimum Payment**

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.

### **4.5.2 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 Clause 3 by four (4).

(ii) (x) Amounts payable for work performed or Waiting Time incurred pursuant to Clause 4.2 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.

(y) Amounts payable for allowances, penalties and overtime 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 Clause 3 for the employee.

(ii) (x) Amounts payable for work performed shall be offset against the above amount.

(y) 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.

#### 4.5.3 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 and/or absences 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.

4.5.4 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.

4.5.5 Should any problems arise in respect of a restricted number of day's employment being offered by an 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 8.3 (Settlement of Disputes).

#### 4.5.6 Guaranteed Minimum Daily Payments

(a) In the event of the tally required on any day (apart from Eve's Days specified in Clause 6.9) being less than minimum tally, pieceworkers shall receive a minimum payment as prescribed by Clauses:

- 3.1.1 (i) (Beef Slaughterers)
- 3.1.2(i)(Sheep & Lamb Slaughterers)

(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 4.2 (Waiting Time),

or

(ii) The payment prescribed in sub-paragraph (a) of this clause, 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 4.2 (Waiting Time) affect the earnings on any particular day.

4.5.7 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).

#### **4.6 INTERMITTENCY PAYMENT**

##### **4.6.1 Entitlement**

Subject to Clause 2.1.7 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. This clause to be effective from 1st January, 1995.

##### **4.6.2 Conditions**

(i) 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.

(ii) 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.

(iii) 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.

(iv) The Intermittency Payment shall be an amount equal to 12/4% of the total payments received for work in ordinary hours.

#### **4.7 MEAL ALLOWANCE**

4.7.1 An employee required to work overtime for more than one hour, either prior to or following eight (8) ordinary hours actually worked, or in such combination that more than one hour of overtime is worked prior to and following eight (8) ordinary hours actually worked, shall be paid \$8.27 in addition to any overtime payment to which he or she may be entitled.

4.7.2 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 subclause 4.7.1 of this clause.

## **4.8 SUPERANNUATION**

4.8.1 The employer shall be a participating employer in the Meat Industry Employees' Superannuation Fund Pty. Ltd. Each employee shall be a member of this Fund.

4.8.2 The employer shall make Superannuation contributions on behalf of employees in accordance with this clause.

4.8.3 The employer's contribution for employees engaged as regular daily or weekly employees is \$45.00 per week or the amount specified by the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Guarantee Charge Act 1992, whichever is greater.

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

4.8.5 All contributions will be forwarded monthly to the appropriate Fund.

4.8.6 The employer's contribution will not be paid in respect to any unpaid absence from work of any employee.

4.8.7 Membership of the Superannuation Fund is a condition of employment.

### **4.8.8 Salary Sacrifice**

(i) 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.

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

(iii) 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 fulfill SGAA and Australian Taxation Office (ATO) requirements.

(iv) Any salary sacrifice arrangements entered into between the parties shall:

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

rulings.

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

## **5. PRODUCTION PROCESSES**

### **5.1 GRINDSTONES**

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

### **5.2 TOOLS OF TRADE**

#### **5.2.1 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.

(iii) Steel, with a plastic ring of at least 5 cm (two inches) diameter.

(b) These 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 employees.

#### **5.2.2 Allowance**

All pieceworkers shall be paid a tool allowance which is incorporated into the piecework rates set out in Clause 3 (Pay Rates).

#### **5.2.3 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 \$2.87 per day shall be paid to each Drover, 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 sub-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 union for a maximum of two (2) dogs for each employee to which this sub-clause applies. In addition the employer shall supply each such employee with 1kg of suitable meat per day for each dog so housed and up to a maximum of two (2) 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 \$236.47 on the death of the dog.

(c) Articles to be Supplied

The following are to be supplied by the employer and are to remain his or her property and if not returned when required, shall be paid for by the employee.

- (i) Muzzle for dogs.
- (ii) Raincoats for drovers on outside work.
- (iii) Waterproof boots to employees for wet conditions.
- (iv) Adequate portable lighting when required.

### **5.3 SHARPENING OF KNIVES**

#### 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.

## **6. LEAVE PROVISIONS**

### **6.1 ANNUAL LEAVE**

6.1.1 Except as otherwise provided in this Agreement every employee, other than a casual employee, shall at the end of each year of his or her employment become entitled to Annual Leave of four (4) weeks on ordinary pay.

6.1.2 Annual Leave shall be given and taken in four (4) consecutive weeks, or, if the employee and the employer so agree, three (3) consecutive weeks leave may be taken with the employee receiving the same total payment he or she would have received for four weeks leave. Similarly, if the employee and employer agree, leave may be taken in two (2) separate periods.

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

6.1.4 Annual Leave shall be given by the employer and shall be taken by the employee before the expiration of a period of six (6) months after the date upon which the right to such leave accrues.

6.1.5 Except as otherwise provided in this clause, payment shall not be made by an employer to an employee in lieu of Annual Leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.

6.1.6 The employer shall give each employee at least seven (7) days notice or less by mutual consent of the date from which this Annual Leave shall be taken.

6.1.7 (i) The employer shall pay each employee in advance, before the commencement of Annual Leave, his ordinary pay for the Annual Leave Period  
(ii) A loading of 17.5% shall be paid in addition to that amount.

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

6.1.9 Where any public holidays as provided for under Clause 6.4 (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.

6.1.10 Where the employment of an employee who has become entitled to Annual Leave provided by this Agreement is terminated and the worker has not taken any part of that leave, the employer shall be deemed to have given the leave to the worker from the date of the termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining Annual Leave.

6.1.11 Where the employment of an employee who has become entitled to Annual Leave provided by this Agreement is terminated and the employee has taken part of that leave, the employer shall be deemed to have given the leave to the worker from the date of the termination of the employment and shall forthwith pay to the employee, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining Annual Leave.

6.1.12 This sub-clause applies with respect to every period of employment of an employee by an employer which is less than one year, such period being computed from the date of the commencement of the employment, or where the worker has during the employment become entitled to any Annual Leave or holidays under the last preceding clause, computed from the date on which he or she became entitled to that Annual Leave or to the last Annual Leave, as the case may be.

(i) Where the employment of any employee is terminated at the end of a period of employment to which this sub-clause applied, the employer shall forthwith pay to the

worker, in addition to all other amounts due to him or her, an amount equal to four forty-eighths of his ordinary pay for that period of employment.

(ii) Where the employment referred to in paragraph (i) of this sub-clause is terminated by the employer, an additional loading of 17.5% of the amount referred to in paragraph (i) of this sub-clause shall be paid.

6.1.13 Where the Annual Leave has been taken in advance by an employee pursuant to sub-clause 6.1.13 and the sum paid by the employer to the worker as ordinary pay for the Annual Leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under sub-clause 6.1.13, the employer shall not be liable to make any payment to the employee under sub-clause 6.1.13 of this clause, and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

6.1.14 Where an employer intends temporarily to close (or reduce to nucleus) his establishment or a section thereof for the purpose (inter alia) of allowing Annual Leave to the workers concerned or a majority of them he or she may give in writing to such employees one (1) month's notice, (or, in the case of any employee engaged after giving of such notice, notice of the date of the employee's engagement) that he elects to apply the provisions of this sub-clause; and thereupon-

(a) Any such employee who, at the date of closing is entitled to his or her Annual Leave shall be given the Annual Leave commencing as on and from the date of closing and, in addition, shall be paid four forty-eighths of ordinary pay for any period of employment after the accrual of his right to Annual Leave and up to but excluding the date of closing.

(b) Any such employee who at the date of closing is not entitled to Annual Leave shall be given leave without pay as on and from the date of closing and shall be paid four forty-eighths of his or her ordinary pay for the period of his or her employment from the commencement thereof or the accrual of the last leave (whichever is the later) and up to but excluding the date of closing, together with payment for any Award Holidays as provided for under Clause 6.4 (Public Holidays) of this Award which occur during such leave for which he or she is entitled to payment, and

(c) The next twelve (12) monthly qualifying period of employment for every such worker shall commence as on and from the date of closing.

(d) In this sub-clause "date of closing" in relation to each employee means the first day of Annual Leave or Leave pursuant to this sub-clause.

#### 6.1.15 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 11.1.1 (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.

#### (b) Continuous Service

For the purposes of this clause a year of employment shall be deemed to be unbroken notwithstanding:

(i) any Annual Leave or Long Service Leave taken within that year.

(ii) any interruption or ending of the employment if such interruption or ending is made with the intention of avoiding obligations in respect of Annual Leave or Long Service Leave.

(iii) Any absence from work of not more than twenty (20) days in the year of employment on account of sickness or accident.

(iv) Any absence on account of leave (other than Annual Leave or Long Service Leave) granted, imposed or agreed to by the employer.

(v) Any absence on any other account not involving termination of employment.

In calculating a year of employment any absence of a kind mentioned in paragraphs (i), (ii) or (iii) above shall be counted as part of the year of employment but in respect of absences of a kind mentioned in paragraphs (iv) and (v) above it will be necessary for the employee as part of his or her qualifications for Annual Leave to serve such additional periods as equals the period of such absence.

## **6.2 SICK LEAVE**

### 6.2.1 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:

(i) He or she shall not be entitled to be paid leave of absence for any period in respect of which he or she is entitled to workers' compensation under the relevant State legislation.

(ii) He or she by the end of the appointed shift shall 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 shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence.

(iii) 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.

(iv) 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 8.3 (Settlement of Dispute) that he or she was unable on account of illness or injury to attend for duty on the day or days of which leave is claimed.

#### 6.2.2 Pieceworkers

Any pieceworker eligible for sick leave shall be paid sick pay at the rate of 6 2/3 hours of the daily rate specified hereunder, for each completed month of service.

#### 6.2.3 Other Than Pieceworkers

Any employee other than pieceworkers eligible for sick leave shall be paid sick pay 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 Clause 3 (Pay Rates) hereof, but excluding overtime or shift allowance payment, divided by eight (8) or forty (40) respectively.

#### 6.2.4 New Rates To Apply Prospectively

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

6.2.5 The minimum payment of sick leave shall be one (1) day unless payment is being made as provided in sub-clause 6.2.6.

6.2.6 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 up to a maximum of 160 hours.

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

6.2.8 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 to be:

(i) Pieceworkers

At the respective rates according to the formula prescribed in sub-clause 6.2.2

(ii) Time Workers and Shift Workers

At the respective rates as according to the formula prescribed in sub-clause 6.2.3

6.2.9 Subject to the conditions contained in Clause 6.2, such Sick Leave may be used as Family Leave.

### **6.3 LONG SERVICE LEAVE**

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

6.3.2 The amount of such entitlement shall be:

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

(ii) In addition, in the case of an employee who as completed more than fifteen (15) years continuous employment with his or her employer and whose employment is terminated otherwise than by the death of the worker, an amount of Long Service Leave equal to one-sixtieth of the period of his or her continuous employment since the last accrual of entitlement to Long Service Leave under paragraph (i) of this sub-clause.

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

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

6.3.3 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.

6.3.4 When an employee who has completed more than fifteen (15) years continuous employment with an employer dies while still in the continuous employment of such employer or his or her employer in addition to any sum payable under sub-clause 6.3.3, shall thereupon pay to this personal representative in respect of any period (hereinafter called the fractional period) of that continuous employment which is after the last accrual of entitlement to Long Service Leave under sub-clause 6.3.2 paragraph (i) of this clause, a sum equal to the amount of his or her ordinary pay for the period equalling one-sixtieth of such fractional period.

6.3.5 Where an employee who has completed at least five (5) years but less than fifteen (15) years of continuous service with an employer dies while still in the employment of such employer, his or her employer shall thereupon pay to his or her personal representative a sum equal to the amount of his or her ordinary pay for a period equalling one-sixtieth of the period of his or her continuous employment.

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

6.3.7 Notwithstanding anything in sub-clause 6.3.1 and 6.3.2 of this clause, for the purpose of determining:

(i) The amount of Long Service Leave or pay in lieu thereof to which an employee or an employee's personal representative is entitled in respect of a period of employment beginning before the commencement of the Victorian Labour and Industry (Long Service Leave) Act 1964 and ending after the said commencement; or

(ii) Whether or not an employee is entitled pursuant to paragraph (a) of the subsection (2) of Section (67) of the Industrial Relations Act 1979 to Long Service Leave in respect of a period of employment so beginning and ending.

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

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

(i) The taking of such leave may be postponed to such date as is mutually agreed or in default of agreement the matter shall be dealt with in accordance with Clause 8.3 (Settlement of Disputes).

(ii) 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.

6.3.9 Notwithstanding anything in the last preceding sub-clause where the employment of an employee is for any reason terminated before he or she takes any Long Service Leave to which he or she is entitled or where any Long Service Leave

accrues to an employee because of the termination of his or her employment the employee shall be deemed to have commenced to take this leave on the date of such termination of employment and he or she shall be entitled to be paid by his or her employer ordinary pay in respect of such leave accordingly.

6.3.10 If an employer and an employee so agree:

- (i) The first thirteen (13) weeks Long Service Leave to which the employee becomes entitled may be taken in two (2) or three (3) separate periods; and
- (ii) Any subsequent period of Long Service Leave to which the employee becomes entitled may be taken in two (2) separate periods - but save as aforesaid, Long Service Leave shall be taken in one (1) period.

6.3.11 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:

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

6.3.12 Where any holidays as provided under Clause 6.4 (Public Holidays) of this Agreement for which the employee is entitled to payment occurs during any period of Long Service Leave taken by the employee under this clause, the period of the leave shall be increased by one day in respect of that holiday.

6.3.13 Any dispute as to:

- (i) Whether or when an employee or an employee's personal representative is or has become entitled to Long Service Leave or payment in lieu thereof; or
- (ii) The rate of ordinary pay of an employee for the purposes of this clause shall be determined in accordance with Clause 8.3 (Settlement of Disputes).

6.3.14 Ordinary Pay

Ordinary Pay in relation to any employee means remuneration for:

- (i) 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 11.1.1 (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.

- (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 based on the previous 250 actual days worked by an employee divided by 50.

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

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

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

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

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

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

(i) Any continuous employment before the commencement of the Victorian Factories and Shops (Long Service Leave) Act 1953 to the extent to which it is in excess of twenty (20) years shall be disregarded.

(ii) Any Long Service Leave (or payments in lieu thereof) granted to the employee in respect of any period of employment which is under this sub-clause taken into account in computing employee's entitlement to Long Service Leave under the clause shall be taken into account and be deemed to have been leave taken under this clause.

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

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

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

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

(i) The taking of any Annual Leave or Long Service Leave.

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

(iii) Any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligation in respect of Long Service Leave or Annual Leave.

(iv) Any interruption arising directly or indirectly from an industrial dispute.

(v) The dismissal of an employee if he or she is re-employed within a period not exceeding two (2) months from the date of such dismissal.

(vi) The standing down or dismissal of an employee on account of slackness of trade (and for no other reason) provided the employee is re-employed within twelve (12) months of such dismissal. This paragraph shall apply on and from February 3, 1967.

(vii) The absence, not exceeding twelve (12) months, associated with the taking of parental leave pursuant to Clause 6.6 (Parental Leave).

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

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

## **6.4 PUBLIC HOLIDAYS**

6.4.1 Subject to the conditions and limitations of clause 6.4.2 and 6.4.3 hereof, all employees, except casual employees, shall be entitled to the Agreement holidays hereinafter mentioned, viz. Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Melbourne Cup Day and Union Picnic Day. But, if any other day be by Act of Parliament or Proclamation substituted for any of the abovementioned holidays, all employees shall be entitled to such day in lieu of the holiday for which it was substituted.

If Australia Day falls on a weekend the employer will grant a day's holiday in lieu.

6.4.2 Union Picnic Day means the third Wednesday in January of each year. The union and employer agree to co-operate in any proposal to change that date provided

that any change is mutually acceptable to both employees and employer and is common to the industry in Victoria.

6.4.3 An employee shall not be entitled to payment for any such holiday or holidays if the employee is absent from his or her employment on any part of the working day before or the working day after such holiday or holidays except where such absence is by the consent of the employer or on account of Annual Leave, workers' compensation under the relevant State legislation, Compassionate Leave, Personal Sickness or incapacity. A doctor's certificate provided by the employee if required by the employer shall be proof of such sickness or incapacity. Provided that:

- (i) where consecutive holidays occur the employee shall be entitled to payment for one of those days if he or she is otherwise absent on either the working day before or the working day after such holiday.
- (ii) if the employee is dismissed by the employer through no fault of the employee on the working day before the holiday or holidays he or she shall qualify for payment for such holiday or holidays.
- (iii) if an employee is dismissed through no fault of his or her own within fourteen (14) days before any of the holidays abovementioned and is re-engaged within fourteen (14) days after any of the holidays abovementioned he or she shall be deemed to have been dismissed for the purpose of evading payment for such holidays and payment so evaded shall be due and payable to the employee.

6.4.4 Pieceworkers, head and feet boners, and "follow-on" labourers shall receive payment for the holidays prescribed in sub-clause 6.4.1 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.

6.4.5 Time workers other "follow-on" labourers shall receive payment for the holidays prescribed in sub-clause 6.4.1 hereof at the ordinary rates of pay.

## **6.5 COMPASSIONATE LEAVE**

6.5.1 An employee, other than a casual, shall, on the death of a wife, husband, father, mother, father-in-law, mother-in-law, grandparents, child or stepchild, brother or sister be entitled on notice to leave up to and including the day of the funeral of such relations, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days' work.

6.5.2 Proof of such death shall be furnished by the employee to the satisfaction of his or her 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.

6.5.3 For the purposes of this clause "wife" and "husband" shall not include a wife or

husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

## **6.6 PARENTAL LEAVE**

### **6.6.1 Entitlement**

Subject to this clause, 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.

### **6.6.2 Maternity Leave**

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

### **6.6.3 Paternity Leave**

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

### **6.6.4 Adoption**

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

### **6.6.5 Job Guarantee**

(i) 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.

(ii) 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.

### **6.6.6 Continuity of Employment**

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

### **6.6.7 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.

## **6.7 SPECIAL LEAVE**

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

6.7.2 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.

6.7.3 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.

6.7.4 For the purpose of this clause his or her employment shall be deemed to be continuous in accordance with Clause 6.3 (Long Service Leave).

## **6.8 JURY SERVICE**

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

6.8.2 Such employee shall be paid an amount equal to the difference between the fee to which he or she is entitled for attending on such day and, in the case of timeworkers and pieceworkers the rate prescribed in Clause 3 (Pay Rates) for the classification in which he or she is employed.

## **6.9 EVE'S DAYS**

6.9.1 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.

6.9.2 On the above days, all labourers shall be do a normal "clean-up" and be paid for time worked or tally achieved, whichever is the greater.

6.9.3 On the above days, no employee is to cease work without permission of the employer or his or her representative.

6.9.4 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.

6.9.5 Employees may commence work at 6am on any Eve's day by agreement of the Consultative Committee.

6.9.6 On Eve's day, morning tea break shall be no more than 5 minutes.

## **6.10 RESUMING AFTER AN ABSENCE**

6.10.1 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.

6.10.2 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.

## **7. SETTLEMENT OF DISPUTES**

7.1 In the event of a dispute the union delegate concerned shall confer with the senior supervisor of the Department. Failing a settlement, the delegate shall notify the work's delegate and the supervisor shall notify the work's management after which the work's delegate with the delegate concerned shall negotiate with the work's management.

7.2 Failing a settlement, the work's delegate shall convene a meeting of the union shop committee which shall discuss the matter in dispute in an endeavour to solve the issue, then a delegation from that meeting shall negotiate further with senior company management.

7.3 The union and the employer shall notify each other as soon as practicable of the names of their respective representatives and the deputies for negotiations at plant level.

7.4 Failing a settlement of the dispute the work's delegate shall notify the union and the work's management may notify its employer organisation for the purpose of further negotiations between the work's management, the union shop committee or its representatives and representatives of the union and the appropriate employer organisation with the view of settling the particular dispute.

7.5 Work shall commence, recommence or continue throughout all negotiations.

7.6 If agreement still cannot be reached, the matter shall be taken to the Commission for settlement.

7.7 Both parties reserve the right to notify the Commission should the above provisions not be carried out.

7.8 The employer and the union agree that in the event of any dispute concerning the termination of an employee under Clause 2.1.6 the matter will be taken to the Commission for determination. The employer and the union agree they will accept the jurisdiction and decision of the Commission as constituted and the union will not support any other legal action in any other jurisdiction.

## **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 Victoria 1985 including all Codes of Practice and Regulations made under the Act shall apply to all workplaces covered by this Agreement.

8.1.2 Notwithstanding either sub-clause 8.1.1 or any changes to the legislation specified therein the employer agrees to maintain the standards and obligations existing 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 9.00 a.m. and 10.30 a.m. and a fifteen (15) minute rest break between 3.00 p.m. and 4.00 p.m., provided that:

(i) if mutually agreed, such rest breaks may be varied to a twenty (20) minute period between 9.00 a.m. and 10.30 a.m. and a ten (10) minute period between 3.00 p.m. and 4.00 p.m.

(ii) 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) minute each at times fixed by the employer after consultation with a representative of the union.

### **8.3 PROTECTIVE CLOTHING**

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

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 1985.

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 and including first aid kits in the rendering room include a burns module.

## **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 carcase or parts of the carcase 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:

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

(ii) union representatives will be informed of all training programs, and involved in delivery as agreed in sub-clause 9.1.1 above.

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

(iv) levels of competency required and assessments as to whether they have been successfully reached shall be jointly determined by union and management representatives, through the consultation process.

(v) all employees will be given equal access to appropriate training programs relevant to the job needs.

## **9.2 INDUCTION TRAINING**

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

9.2.2 Induction training shall be delivered on the job.

## **9.3 TRAINING OF PIECEWORKERS**

### **9.3.1 Selection of Teachers in Boning Room and Slaughter Floor**

(a) A competent slaughterer, boner or slicer shall be designated as a teacher by the employer, following agreement by the consultative committee.

(b) One or more teachers shall be designated for the boning/slicing room and one or more teachers shall be designated for the slaughter floor.

### **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 Definition of Competency**

A learner boner or slicer or learner slaughterer will be recognised as a competent boner or slicer or slaughterer upon satisfying the teacher in conjunction with the supervisor of the department and the union delegate that competency has been achieved in the three tasks selected under sub-clause 10.3.4.

### **9.3.4 Selection of Tasks**

The tasks that a boner or slicer or slaughterer learns shall be selected by the employer in consultation with the union delegate. A learner shall complete the learning period uninterrupted unless other arrangements are approved by the Consultative Committee.

### **9.3.5 Selection of Learners**

(a) The employer may select any suitable and willing person to become a learner boner or slicer or learner 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 union taking the matter up through the settlement of disputes procedure.

### **9.3.6 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.

### 9.3.7 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.

### 9.3.8 Bonus Payments

Teachers shall be paid a bonus payment of \$5.46 per day while teaching. The money will be split equally between the slaughtering team at the end of the learning period.

## 10. PIECEWORK PROVISIONS

### 10.1 GENERAL PROVISIONS

#### 10.1.1 Hours of Work

(a) Sticking is to commence not earlier than 6.30 a.m. or at another time mutually agreed by the employer and the union, and all other employees shall start and finish work progressively.

(b) The latest starting time for pieceworkers is 7.00 am notwithstanding the right to start up to 7.45 am.

(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 7.00 am.

(f) The Ordinary Working Hours Shall Be:

Beef Slaughtering:

(i) For the completion of minimum tally (20)	5 hours 26 minutes
For the completion of maximum tally (28)	7 hours 20 minutes

(ii) Times for completion of other tallies shall be proportionate to these times.

(iii) These times are actual working times, and do not include the breaks which are included under Clause 9.2 (Rest Periods) of 30 minutes for Rest Breaks and 15 minutes for Lapos.

(g) The operating speeds of the above systems shall be determined by the employer after consultation with the work's delegate. The speeds so set shall be the responsibility of the employer. If, as a result of any arrangement reached on the works

and the employees perform the work required to the satisfaction of the employer in accordance with the provisions of Clause 2.2 (Work to be Performed) of this Agreement, the tally for the day is completed in less than the aforementioned ordinary hours, the employees shall be permitted to cease work accordingly.

(h) The employer has the right to call a low tally on any given team.

(i) 10 Person Team

The employer will bring one extra permanent slaughterer to work as a labourer in any available position. If more than one person is away for that day, step ups can be used to maintain the 10 man team or if someone goes home, irrespective of Tally called, a step up can be used. All other teams as per 11.1.1 (e).

(j) The employer has the right to replace a slaughterer who is unable to continue until the completion of tally with a step up to maintain tally called, but will first give the slaughtering team the option to do more than tally called, to the maximum of 28.

10.1.2 Time For Calling Tallies

The tally for the day shall be declared by the employer by 8.30 a.m. each day or at a time to be decided by the employer at the workplace after consultation with the work's delegate.

10.1.3 Duties Of Pieceworkers

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

10.1.4 Alterations etc. to Conditions of Employment

No variation, alteration or addition to the conditions of employment of pieceworkers and/or "follow-on" labourers shall be introduced at any works without agreement in writing of the union and the employer.

10.1.5 Teams

(a) The employer shall, after consultation with a representative of the union, 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.

10.1.7 Tallies - Overtime

Slaughterers shall be paid for cattle stuck from 2.55pm to 3.30pm at a rate of \$10.77 per unit. Labourers' rate \$7.82 per unit.

#### 10.1.8 Chain Speeds

(a) In normal circumstances chain speeds will be set at:

Small stock - 14 per man per 60 minutes

(b) The operating speeds of the above systems shall be determined by the employer. If at any time company, customer, country regulatory or PQA requirements cannot be met, the chain shall be slowed until the requirements are met.

(c) Times	Team	Speed (secs)
6.35 (indexer) to 8.00 = 85 mins	8	11.11
	9	98.77
8.05 to 9.00 = 55 mins	10	88.89
	11	80.81
9.05 to 10.00 = 55 mins	12	74.07
	13	68.38
10.20 to 12.00 = 100 mins	14	63.49
	15	59.26
12.20 to 1.30 = 70 mins	16	55.56
	17	52.29
1.35 to 2.10 = 35 mins	18	49.38
	19	46.78
<b>Work On Time Team</b>	<b>Speed</b>	
2.10 to 2.30 = 20 mins	20	44.44
	21	42.33
2.35 to 2.55 = 20 mins	22	40.40
	23	38.65

= 7 hrs 20 min. day

10.1.9 The Company can call for a compulsory extra 2 bodies per slaughterman up to a maximum of 30 bodies. All bodies in excess of 28 shall be classified as "overs" and paid accordingly.

## 10.2 BEEF SLAUGHTERING ON RAIL

### 10.2.1 Duties of Pieceworkers

Penning up, knocking, clip-tie weasand, shackling, hoisting, sticking, rodding,

removing horns, removing muzzle, removing front feet, freeing and removing anus and rectum, placing required coloured bag over rectum and tying, opening up and skinning first leg, sawing sinews, removing udders, pizzle, removal of tail tip, placing of tag (EEU, Hal al etc) removal of first hind hock, first change over, roller in hock etc. opening up second leg, skinning second leg, removal of chains, removal of second hock, removal of second changeover, roller in hock etc. sawing sinews, opening u hide from udder to point of brisket, clearing of flanks, clearing tail and rump area, operate hide puller, chains for hide removal, remove hide with puller and chains, remove heads, remove remains front trotters, marking and sawing brisket, freeing wind pipe, applying carcass numbers in correlation, fronting out tripe and runners, removal of offal and lungs including beef skirt, opening up heart with knife, skinning and removal of kidneys or exposing kidneys if required, removal of tail and splitting of carcass, trimming necks and pumping forequarters. Sterilising knives and equipment and tasks as prescribed by the Department of Primary Industry Regulations, customer, country, company, PQA and other regulatory requirements.

### 10.2.2 Tallies

Pieceworkers will kill and treat the number of bodies per day required by the employer of a minimum of 20 and up to a maximum of 28 (except as required under subclause 10.1.9), as required by the employer.

### 10.2.3 Additional Penalty Payments

(a) Bulls/Downers/Diseased Cattle Double rates shall be paid for:

(i) bulls (entire males) over 206 kg (chilled weight)

(ii) "downer" cattle, i.e. cattle which are carted to the killing pen, and for

(iii) diseased cattle which are condemned by a veterinary officer or meat inspector for disease contagious to human beings.

(b) Lot Fed Cattle

(i) If in the opinion of the supervisor and the union delegate, cattle raised on feedlots and submitted for slaughter are so affected by gravel, stones, mud and dags caked on along the cutting lines of the leggers and flankers (all three lines must be affected), so as to materially affect the pieceworker in the way of slowing the work rate down (chain speed) an additional payment shall be paid for each animal so affected. If a slaughterman can cut through the above cutting lines and not slow the chain down, there will not be a claim for payment.

(ii) This shall be an amount equal to 50% of the rate payable for each carcass up to "low" tally and this money shall be divided equally between the pieceworkers in the team.

(iii) Payment of this penalty (\$3.65) shall not in any way affect the number of animals to be slaughtered on any day.

(c) Overweight Cattle

(i) Rate and one-quarter shall be paid for all cattle (except for bulls) exceeding 380kg chilled weight.

(ii) The total overweight penalties treated on any day shall be divided by the number of pieceworkers comprising the piecework team.

(iii) Payment of this penalty shall in no way affect the number of animals to be slaughtered on any day.

(d) Kosher Cattle

All delays caused by the kosher slaughtering procedures will be compensated for by the payment of the appropriate amount of waiting time.

**10.3 SHEEP & LAMB SLAUGHTERING: CONVENTIONAL DRESSING SYSTEM**

10.3.1 Duties of Pieceworkers

The duties of slaughterers 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.

10.3.2 Tallies

Pieceworkers will kill and treat the number of carcasses per day required by the employer of a minimum of 80 and up to maximum of 90 as required by the employer.

10.3.3 Additional Payments - Sheep and Lambs

(a) Overweights

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

Dressed Weight	Penalty
from 27.5 kg - 32 kg	.25 of the constant unit rate
from 32.5 kg - 36 kg	.50 of the constant unit rate
from 36.5 kg - 43 kg	.75 of the constant unit rate
from 43.5 kg and over	1.00 of the constant unit rate

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 will be paid for downer sheep or lambs (i.e. sheep or lambs which cannot walk into the sticking pens).

(c) Adult Rams

Double rate will be paid for adult rams. There is no penalty payment for ram lambs.

10.3.4 Hours of Work

Legging is to commence at 6.45 am 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:

75 tally	6 hours
80 tally	6 hours 24 minutes
85 tally	6 hours 48 minutes
90 tally	7 hours 12 minutes

The chain will be operated at a maximum speed of 14 carcasses per tally slaughterer per hour in order to ensure the abovementioned average speed. 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 working accordingly. In no case can the actual finishing time be earlier than 15 minutes prior to the completion of the abovementioned hours of work.

10.3.5 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 27 kg dressed weight shall be assessed in accordance with the following table:

DRESSED WEIGHTS	PENALTY PAYMENT
27.5 kg to 41 kg skin off	22c per carcass
41.5 kg to 45 kg skin off	44c per carcass

The Company will seek to ensure that calves over 45kg are not presented for killing

on the small stock chain.

Calves exceeding 41 kg 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.

Calves in excess of 45kg shall be paid at the rate applicable to bodies of beef on the beef chain to be paid (\$7.30).

(c) Downer Stock

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

10.3.6 The Company can call for a compulsory extra 5 small stock per slaughterman of up to a maximum of 95. All stock in excess of 90 will be classified as "overs" and paid accordingly.

## **10.4 FOLLOW-ON LABOURERS**

### 10.4.1 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. This payment shall be as prescribed by Clause 3.2 (Pay Rates-Follow-on Labourers-Slaughtering). 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 passed his or her area or 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.

(d) Where bodies in excess of 28 tally on the beef floor and 90 tally on the small stock floor are treated by follow-on-labourers they will be paid as overs as set out in clause 3.2

### 10.4.2 Other Tasks

A follow-on labourer who has completed the tasks associated with his or her classification and who is offered and accepts alternative work which is not directly related to the work of the piecework team, shall be paid at the "All Others" rate set out in sub-clause 3.2.3 (Pay Rates - Follow-On Labourers - All Others).

## **11. SATURDAY WORK, PIECEWORKERS AND FOLLOW- ON LABOURERS**

## 11.1 RATES OF PAY

Mutton Slaughterers	minimum 60	60 x \$3.42
	maximum 70	70 x \$3.42
Labourers	min. 60	60 x \$2.36
	max. 70	70 x \$2.36
Beef Slaughterers	min. 18	18 x \$13.40
	max. 22	22 x \$13.40
Labourers	min. 18	18 x \$8.99
	max. 22	22 x \$8.99

## 11.2 HOURS OF WORK

All Saturday work shall be voluntary.

Sticking/knocking to commence mutton/beef 6.10am. Working Time as follows:

6.10am - 8.00am

8.05am - 9.00am

9.15am - 10.30am

10.35am - 11.05am

In the event of breakdowns, stoppages etc, work shall continue until tally is achieved, or 11.35am whichever comes first.

Note. This can be amended by agreement of the Consultative Committee.

## 12. HOT WEATHER AGREEMENT

### 12.1 WEATHER FORECAST

On days where the weather forecast for the Frankston area is for 35 degrees Celsius or over, the Company may use as many step up slaughtermen casuals and one cutters as it desires to work low tally.

### 12.2 AMENDED FORECAST

If the weather forecast is amended by 8.30am to below 35 degrees Celsius the Company can declare any tally up to and including high tally.

## 123 WAITING TIME

In case of break down or any stoppage that waiting time is paid a maximum of 30 minutes work on time will apply.

### **13. WORKERS WITH STITCHES**

Where a worker has stitches above the wrist the Company can offer suitable alternative employment if the worker's treating doctor agrees.

### **14. BONING ROOM**

#### **14.1 RATES OF PAY**

(a) The rates of pay for the employees in the Boning Room will be as follows:

		\$ Weekly	\$ Daily
Class 1.	Labourer	563.35	112.67
Class 2.	Knife Hand	677.35	135.47
Class 3.	Butcher	752.60	150.52
Class 4.	Sawman	802.75	160.55

(b) The guaranteed minimum weekly payment shall be 4 times the daily classification rate detailed in part (a) above.

(c) All new personnel will be employed on the labourer's rate until they are competent in the skills required in order for them to be upgraded. These skills will be determined by the Consultative Committee.

#### **14.2 HOURS OF WORK**

(a) The employees will be time-workers whose normal day shall be eight (8) hours actual working time.

(b) Overtime rates as per the formula outlined in the Enterprise Agreement will apply.

(c) Normal starting time will be 7.00am.

#### **14.3 PROBATION**

There will be a probation period of three (3) months. If employees are proven to be unsuitable during this time the Company is under no obligation to maintain their employment. Decisions regarding suitability must be made by agreement with the Consultative Committee.

#### **14.4 FLEXIBILITY**

The Company has the flexibility to move any employee from task to task regardless of grade, but will maintain that employee's existing current grade payment.

## **15. DRUG AND ALCOHOL POLICY**

### **15.1 PURPOSE**

This policy seeks to formalize a corporate position on alcohol and other drug use in the workplace. This policy was developed for the Gathercoles Carrum site in consultation with the joint Consultative Committee in conjunction with the Australasian Meat Industry Employees' Union.

### **15.2 SCOPE**

This policy applies to all Gathercoles Carrum site employees.

### **15.3 STATEMENT**

We are committed to providing a safe, healthy, harmonious and productive work place free from alcohol and other drugs.  
All individuals have a responsibility not to be affected by alcohol and other drugs.

### **15.4 OBJECT**

We are concerned about the factors which affect the ability to perform tasks safely and productively. It is recognized that alcohol and other drugs can affect work performance and the safety of all employees. Alcohol and other drugs can be a factor within workplace injuries, increased absenteeism, job performance and morale. It may not necessarily be that performance be actually impaired to take action. It is reasonable to expect that a person under the influence of drugs or alcohol may not perform according to the normal safety standards. Therefore if it is reasonably believed a person is affected by drugs or alcohol, even if that person's performance seems unaffected, it is reasonable to take action to prevent them from endangering the safety of themselves and others in the future.

The decision on a person's ability to work in a safe manner will be the responsibility of the section supervisor in consultation with the designated OH&S representative, Company OH&S Officer, General Manager and AMIEU Shed Delegate.

The objectives of the policy are to:

- (a) maintain a safe and health work environment
- (b) promote rehabilitation and support programs.

### **15.5 RESPONSIBILITIES**

#### **15.5.1 Employer**

The employer has a responsibility under the Occupational Health and Safety Act to provide a safe and healthy work environment for all employees. When alcohol and other drug use occurs in the work place it creates a serious safety issue. Therefore this area will be managed effectively and efficiently by the Safety Committee with representatives from the Union, employees and management to ensure positive

outcomes for all parties.

#### 15.5.2 Manager/Supervisor

(a) Managers/supervisors have a responsibility under the Occupational Health and Safety Act to ensure that the workplace and activities performed in the workplace are safe at all times.

(b) Managers/supervisors are required to implement processes and procedures to ensure employees do not undertake their jobs whilst under the influence of alcohol and other drugs.

#### 15.5.3 Employees

Employees have a responsibility under the Occupational Health and Safety Act to abide by the provisions of the legislation by working safely. Employees are required not to attempt to undertake their duties whilst affected by alcohol and other drugs.

### **15.6 PREVENTION**

The employer in conjunction with the site OH&S Committee will promote employee health, education and support programs.

Programs will be developed to address recurrent preventable problems where they are identified as well as drug and alcohol education and maintaining personal well-being. We promote a harm minimization approach to alcohol and other drug use.

### **15.7 PROCEDURES**

15.7.1 Persons applying for positions may be tested for drug and alcohol as part of the physical pre-employment screening process. Those who fail the pre-employment screening as a result of drug or alcohol use will not be eligible for employment.

15.7.2 The decision on a person's ability to work "in a safe manner" will be the responsibility of the Section Supervisor in consultation with the designated OH&S Representative, OH&S Supervisor General Manager and the AMIEU Shed Delegate.

### **15.8 DISCIPLINARY PROCESS**

15.8.1 On the first occasion a person is deemed to be affected by alcohol and/or other drugs, that person will be sent home without pay and a written warning. They will also be referred for appropriate treatment and/or counseling support. They have the option of a drug/alcohol test.

15.8.2 On the second occasion a person is deemed to be affected by alcohol and/or other drugs, that person will be sent home without pay and issued with another warning. They will also be referred for appropriate treatment and/or counseling support. They have the option of a drug/alcohol test.

15.8.3 On any further occasion a person is deemed to be affected by alcohol and/or drugs, that person will be required to have a drug/alcohol test. A refusal to take the test or a positive result will result in instant dismissal.

15.8.4 Any person who has provided a sample for testing shall be suspended with pay pending the results of the test. This suspension may be lifted at the time of management receiving the results and the person may be asked to resume normal duties.

15.8.5 For the purpose of disciplinary action all warnings will be treated as per the warning system in clause 2.1.6 hereof.

## **15.9 INJURIES AND ACCIDENTS**

Management reserves the right to carry out a drug and alcohol test on any employee when there is injury to that employee, or an injury involving another employee, that requires hospital treatment. Positive results may be forwarded to Insurance Companies if Workers' Compensation is involved.

If such tests results are positive and arise from an injury or an accident, then instant dismissal may result.

## **15.10 SUPPORT PROCEDURE**

An employee who is experiencing difficulties and/or problems with the use of alcohol and/or other drugs and advises either the General Manager, OH&S Supervisor or AMIEU Delegate:

- (a) will be treated with respect and assured of confidentiality at all times;
- (b) will not be sacked if he/she is willing to seek assistance;
- (c) must undertake and continue with the recommended treatment and/or support program to maintain the protection of this policy;
- (d) will be entitled to sick leave or leave without pay while attending the treatment and/or support programs.

## **15.11 TESTING PROCEDURES**

Any test carried out for detection of drug usage will be carried out in accordance with the following:

15.11.1 The person taking the sample and carrying out the test procedure must be suitably trained and the test carried out to recognized standards. This would normally be a doctor arranged by the employer.

15.11.2 Drug Levels will be:

Drug to be Tested	Initial Cut-off Level (mg/ml)
Cannabinoids (TCH Marijuana)	50
Benzolecgonine (Cocaine)	300
Amphetamines	1000
Opiates	300
Phencyclidine (PCPO)	25

### 1511.3 Alcohol Level

Unless otherwise prescribed by law, the cut off level for alcohol will be a blood alcohol content (BAC) of 0.05%. Therefore, a person tested with a greater than 0.05% BAC reading will be in breach of this policy.

15.11.4 These substance and cut off levels are identical to those established by the Department of Health and Human Services (DHHS). Mandatory guidelines for Federal Workplace Drug Testing Programs are subject to change by the DHHS, and any such change will result in automatic change to this procedure.

## **15.12 GENERAL CONDITIONS**

15.12.1 To promote health and safety, information about this policy and information designed to minimize the harmful use of alcohol and other drugs will be displayed on-site and distributed where appropriate.

15.12.2 A direct line provides information counseling and referral on alcohol and drug issues 24 hours per day. Phone 1800 888 236.

15.12.3 As part of this policy alcohol or drugs will not be permitted to be brought on to or consumed on the employer's premises, including car parks. Failure to comply with this section will result in instant dismissal.

15.12.4 Any employee found to be trafficking or attempting to traffic drugs to another person while on the employer's premises or while engaged in Company employment will be instantly dismissed.

15.12.5 The OH&S Committee will review this policy annually and any recommended improvements will be put to the General Manager for approval.

## **16 GENERAL ADDENDUM**

16.1 If the Company puts in a new chain system; ie inverted small stock slaughtering, the mannings and unit rates will be re-negotiated.

16.2 (a) When employees are absent and do not ring the sales office before midday on the day of such absence, they may be stood down the following day.

(b) If they produce a doctor's certificate they will be paid appropriate sick leave, but may still be stood down pursuant to part (a) hereof.

### 16.3 Small Stock Chain

The Company has the right to put up as many "step-ups" as it wishes, provided high tally is called.

A "step up" is defined as someone competent at pelting or able to competently perform 3 slaughtering tasks.

If a slaughterman is unable to complete tally the Company has the right to adjust the positions of the team so that more than one "one-cutter" can go into the team. This will be done only if increased tally is offered to the existing team first.

16.4 There shall be no eating outside the amenities or in the car park.

16.5 No employees are to leave the works or enter the employees' car park in their white work clothes.

16.6 Smoking shall be confined to the smoking areas provided.

16.7 Muslim Sticker on the Mutton Chain

(i) On teams below 17 the Muslim slaughterman will stick and shackle. There will be another slaughterman stunning.

(ii) On teams of 17,18 and 19 the Muslim slaughterman will stick and there will be one slaughterman stunning and one slaughterman shackling.

(iii) On teams of 20,21 and 22 the Muslim slaughterman will stick and there will be one slaughterman stunning and one slaughterman shackling.

(iv) On teams of 23 and above the Muslim slaughterman will stick and there will be one slaughterman stunning and one slaughterman shackling.

The Muslim slaughterman replaces the "ghost" on the 23 team and above.

## **17 BONING ROOM INCENTIVE SCHEME**

There will be an incentive payment paid to the employees in the lamb boning room on the following basis:

1. For each lamb in excess of 20 per employee if the whole carcass is boned and trimmed as per the current agreement.
2. For each lamb in excess of 21 per employee if the full breast is tubed (not boned or trimmed).
3. For each lamb in excess of 28 per employee if the forequarters are not processed (ie strung up).
4. The incentive payment as of 1/12/2001 shall be:

Butchers	\$8.67 per lamb
Knifehand	\$7.79 per lamb
Labourer	\$6.48 per lamb

5. These amounts are to be divided by the number of employees, other than casuals, working in the room. Permanent employees who are not working in the lamb boning room for the relevant day will also be excluded from the incentive payment and not form part of the workforce for the calculation thereof.

## SIGNATORIES

for G&B Gathercole Pty Ltd	Date
for A.M.I.E.U.	Date

## APPENDIX

G&B Gathercole Pty Ltd and Australasian Meat Industry Employees Union Victorian Meat Processing Agreement 2005

## ERRATUM

Clause 2.4(b), 6.1.15, 6.3.14	Clause 11.1.1 should read Clause 11.2 (Piece Work Provisions - Hours of Work).
Clauses 2.6.3, 4.4.14, 4.5.5, 6.3.8, 6.3.13	
	All references to Clause 8.3 should read Clause 7 (Settlement of Disputes).
Clause 2.7.4, 10.1.1 (i)(iii)	Clause 9.2 should read Clause 8.2 (Rest Periods).
Clause 3.2.1, 3.2.2	Clause 11.4.1 should read Clause 10.4.1 (Follow On Labourers - Slaughtering)
Clause 3.2.3	Clause 11.3.2. should read Clause 10.3.2
Clause 4.6.1	Clause 2.1.7 should read 2.1.6 (Warnings/Dismissals)
Clause 6.1.13	Sub-clause 6.1.13 should read sub-clause 6.1.3
Clause 9.3.3	Sub-clause 10.3.4 should read sub-clause 9.3.4
Clause 10.1.1(iii)	Clause 9.2 should read clause 8.2 (Rest Periods)