

UNION COLLECTIVE AGREEMENT 2008

1. TITLE

This Agreement will be known as the Jas E. Marks Pty Ltd and AMIEU Collective Agreement 2008.

2. ARRANGEMENT

	CLAUSE	PAGE NUMBER
1.	TITLE	1
2.	ARRANGEMENT.....	1
3.	DEFINITIONS.....	2
4.	PERIOD OF AGREEMENT.....	3
5.	DESCRIPTIONS OF POSITIONS.....	3
6.	PROBATIONARY PERIOD.....	3
7.	EMPLOYMENT.....	4
8.	HOURS OF WORK.....	5
9.	RATES OF PAY.....	6
10.	WORK ON SATURDAY.....	7
11.	WORK ON SUNDAY.....	7
12.	ROSTERING PRINCIPLES.....	7
13.	OVERTIME	8
14.	PUBLIC HOLIDAYS.....	10
15.	MEAL INTERVALS / REST BREAKS.....	11
16.	TRAVEL ALLOWANCE	12
17.	ANNUAL LEAVE.....	12
18.	PERSONAL LEAVE.....	13
19.	COMPASSIONATE LEAVE.....	14
20.	PARENTAL LEAVE.....	15
21.	TRAINING.....	15
22.	LONG SERVICE LEAVE.....	15

23.	POLICIES AND PROCEDURES.....	15
24.	TERMINATION OF EMPLOYMENT.....	15
25.	SUPERANNUATION.....	16
26.	JURY SERVICE.....	16
27.	ACCIDENT MAKE-UP PAY.....	16
28.	DISPUTE RESOLUTION.....	17
29.	STAND DOWN.....	17
30.	REDUNDANCY.....	17
31.	COMPREHENSIVE AGREEMENT.....	18
	SCHEDULE A.....	19
	SCHEDULE B.....	19
	SCHEDULE C.....	19
	SCHEDULE D.....	20

3. **DEFINITIONS**

Act means the Workplace Relations Act 1996.

Agreement means this Employee Collective Agreement.

AMIEU means the Australasian Meat Industry Employees' Union (Victorian Branch).

Authority means the Workplace Authority which is responsible for the approval of this Agreement

Award means the Federal Award that would apply but for this Agreement, which is listed in Schedule B of this Agreement.

Butcher means an employee who has served a relevant apprenticeship or has had at least 4 years experience in general butchering, but does not necessarily perform the work of serving customers, or in such other cases where an employer engages or calls upon an employee to perform the tradesperson's functions of a Butcher.

Commencement Date means the day on which the Agreement is lodged with the Workplace authority, and is when this Agreement commences operation.

Continuous Service means the whole of the period served with the company by any employee (other than a casual employee), such period to include any periods of authorised leave.

Employees means all current and future employees who are, or become, employed by the employer and whose employment is, or becomes, covered by this Agreement.

Employer means the employer who is party to this Agreement and is named in Schedule A of this Agreement.

Ordinary Hourly Rate means the applicable minimum hourly rate for each relevant classification as set out in Schedule C of this Agreement.

Ordinary Hours means any hours worked within the spread of hours, which is worked as part of the employees' ordinary roster and is not of such a nature as to fall within the definition of Overtime.

Overtime has the meaning prescribed to it in clause 13.

Packer/Cabinet Attendant means an adult employee (not being a butcher) who is employed in wrapping, weighing, pricing, packaging and packing uncooked meat whether manually or by means of machinery, replenishing of display cabinets or work associated therewith or any other work that the employee is reasonably required to perform as part of his or her duty (including interchange with shop assistants). Provided that nothing in this definition will remove the right of the employer to employ:

(a) Juniors in wrapping, weighing, pricing, packaging and packing uncooked meat whether manually or using a machine; or

(b) Juniors of 18 years of age and over in the replenishing of display or storage cabinets or work associated with these duties.

4. PERIOD OF AGREEMENT

This Agreement will start on the date of lodgment and will continue for a period of 3 years from the date of lodgment.

5. DESCRIPTIONS OF POSITIONS

The employees agree to carry out the employment duties that apply to their position, and any other duties as reasonably requested by the employer, and such duties are to be carried out in accordance with the terms of the Agreement.

6. PROBATIONARY PERIOD

All new employees shall be on probation for the first 3 months of employment. During this period the employer will monitor the employees' work performance. In the event that the performance is assessed as unsatisfactory the employer may terminate the employment by giving one day's notice.

7. EMPLOYMENT

Employment may be full time, part time or casual. An employee will be informed upon engagement of the nature of their employment.

7.1 **Full time employees**

A full time employee will be engaged to work a maximum of 38 hours per week on a fixed roster.

7.2 **Part time employees**

A part time employee shall be engaged to work a minimum of 10 hours per week and a maximum of 32 hours per week on a fixed roster.

Part time employees will receive pro-rata payment for all entitlements contained in this Agreement for a full time employee, including annual leave, personal leave, public holidays and long service leave.

7.3 **Casual employees**

A casual employee will be engaged to work on an hourly basis, and terminable on one hour's notice.

7.4 **Fixed Term Employment**

(a) The employer may employ a person on a short term contract of fixed duration.

(i) If an employee is employed to replace an employee on parental leave, the maximum duration of that employee's fixed term contract is 52 weeks.

(ii) If an employee is employed to replace an employee on long service leave, the maximum duration of that employee's fixed term contract is 13 weeks.

(iii) In all other circumstances, the maximum duration of a fixed term contract is 6 weeks.

- (b) For a period of 6 months from the date of expiration of a fixed term contract, the employer cannot re-engage that same employee on another fixed term contract.
- (c) An employee on a fixed term contract is entitled, pro rata, to the same terms and conditions of employment as provided to a full time employee under this Agreement.

7.5 Apprentices

Subject to the provisions contained in this Agreement, the employment of apprentice butchers will be in accordance with the provisions of the *Vocational Education and Training Act 1990* (Victoria).

- (a) Supervision of Apprentices:
 - (i) The employer will ensure that all apprentices requiring supervision are supervised by a person possessing the appropriate qualifications, knowledge and skill, and who is otherwise a fit and proper person for that purpose.
 - (ii) As a general principle:
 - (A) first and second year apprentices under the age of twenty-one will not work unsupervised for more than one hour;
 - (B) second year apprentices over the age of twenty-one and third year and fourth year apprentices may work for reasonable periods of time without supervision; and
 - (C) any apprentice may work for periods of time without supervision.

8. HOURS OF WORK

8.1 Spread of Hours

Employees are to work Ordinary Hours within the Spread of Hours.

The Spread of Hours is as follows:

Monday to Saturday - 5am to 6pm

Sunday - 6am to 6pm

Provided that all Ordinary Hours worked on Saturday and Sunday will be paid at the penalty rates specified in clauses 10 and 11.

8.2 Full time employees

- (a) A full time employee may be rostered to work Ordinary Hours within the Spread of Hours provided that the employee does not work more than 10.5 hours on any one day. When rostering a full time employee to work for 10.5 hours on any one day, the employer will take into account any particular difficulty the employee may have because of family responsibilities.
- (b) A full time employee may work outside the Spread of Hours, with all such work to be paid at the applicable overtime rate.
- (c) A full time employee will be rostered to work a minimum of 4 hours per engagement.

8.3 Part time employees

- (a) A part time employee will be rostered to work ordinary hours within the Spread of Hours provided that the employee does not work more than 10.5 hours on any one day.
- (b) A part time employee may work outside the Spread of Hours, with all such work to be paid at the applicable overtime rate.
- (c) A part time employee may be offered additional Ordinary Hours up to a maximum of 38 hours per week and will be paid at the Ordinary Hourly rate. Hours worked in excess of 38 hours per week will be paid at the applicable overtime rate.
- (d) A part time employee will be rostered to work a minimum of 3 hours per engagement.

8.4 Casual employees

- (a) A casual employee may be rostered to work Ordinary Hours within the Spread of Hours provided that the employee does not work more than 10.5 hours on any one day.
- (b) A casual employee may work outside the Spread of Hours, with all such work to be paid at the applicable overtime rate.
- (c) A casual employee will be rostered to work a minimum of 3 hours per engagement.

9. RATES OF PAY

9.1 Full time employees

Full time employees will be paid the Ordinary Weekly rate, set out in Schedule C of this Agreement, for all Ordinary Hours worked.

9.2 Part time employees

Part time employees will be paid the Ordinary Hourly rate, set out in Schedule C of this Agreement, for all Ordinary Hours worked.

9.3 Casual employees

Casual employees will be paid the Ordinary Hourly rate, set out in Schedule C of this Agreement for all time worked.

Casual employees will be paid an additional hourly loading of 25% for all Ordinary Hours.

All work done on a Saturday, Sunday or Public Holiday by a casual employee will be paid for at the rate applicable to a part time employee, exclusive of the 25% casual loading.

All Overtime worked by a casual employee will be paid for at the applicable rate, as specified in clause 13.

9.4 Payment Method

The employer agrees to pay the employees on the usual pay day each week, which shall be no later than Thursday in each week. Wages will be paid into a bank account nominated by the employee.

9.5 Wage Increase

Wages will be increased in accordance with Schedule D of this Agreement.

10. WORK ON SATURDAY

All Ordinary Hours worked on Saturday will be paid at the employees' Ordinary Hourly rate plus a 50% loading.

11. WORK ON SUNDAY

All Ordinary Hours worked on Sunday will be paid at the employees' Ordinary Hourly rate plus a 100% loading.

12. ROSTERING PRINCIPLES

12.1 Rosters

Roster arrangements will be established in accordance with the needs of the employer during the Spread of Hours. Rosters will be provided to

full time and part time employees two weeks in advance. Any changes to rosters will be made known to employees as soon as reasonably possible.

12.2 Full time employees

- (a) Ordinary Hours of work shall be averaged over a 2 week cycle. The actual hours worked may vary on a weekly basis, with some weeks being greater than 38 hours and other weeks being less than 38 hours.
- (b) A full time employee will not be rostered to work Ordinary Hours on more than 5 days per week unless the employer and employee agree in writing.
- (c) A full time employee may be rostered to work Ordinary Hours on Saturday or Sunday by agreement. Such work is to be paid at the Ordinary Hourly rate plus the applicable loading.

12.3 Part time employees

- (a) A part time employee shall be rostered to work an agreed number of hours. The minimum Ordinary Hours worked shall be 10 hours per week, or 20 hours averaged over a two week cycle, or 40 hours averaged over a four week cycle.
- (b) The maximum Ordinary Hours worked by a part time employee shall be 32 hours per week or 64 hours averaged over a two week cycle or 128 hours averaged over a four week cycle.
- (c) A part time employee shall not be engaged for less than 3 hours on any one day and shall not have more than one start on one day.
- (d) A part time employee may be required to work Ordinary Hours on 6 days in one week provided that in the following week the employee shall not be rostered to work Ordinary Hours on more than 4 days.

12.4 Casual employees

The minimum engagement for a casual employee will be 3 hours per shift. Casual employees should consult with the employer at the conclusion of each shift in order to determine whether any further hours of work are available.

13. OVERTIME

13.1 Overtime

Overtime is all work:

- (a) outside the Spread of Hours

- (b) in excess of 10.5 hours per day
- (c) in excess of 38 hours per week, averaged over 4 weeks

An employee may be required to work Overtime and will be paid an overtime loading of 50% on the Ordinary Hourly rate for all such hours worked.

Overtime worked on Sunday will be paid at the rate of double time.

When requiring an employee to work Overtime, the employer will have regard to an employee's family commitments and other relevant personal circumstances.

13.2 Time off in Lieu of Overtime Payment

An employee may elect to take time off in lieu of payment for all Overtime worked. The time taken will be at the penalty rate, which means that for each hour worked, the employee will be entitled to one and a half hours time in lieu.

Time in lieu of payment for Overtime worked on a Sunday will be at double time, which means that for each hour worked, the employee will be entitled to two hours time in lieu.

An employee may request to work 2 hours Overtime per week, every week as part of a fixed roster. An employee working such Overtime will not be paid for those 2 hours, but will accrue 2 hours paid time in lieu. Accrued time in lieu will be taken on one day every four weeks, on a regular basis.

13.3 Voluntary Overtime

- (a) An employee may volunteer to work Overtime, provided they make a written request for such hours to the employer.
- (b) Voluntary Overtime shall not form part of an employee's regular working hours.
- (c) Voluntary Overtime will be paid at the Ordinary Hourly rate plus a 25% loading.
- (d) An employee may work voluntary Overtime in a maximum of 26 weeks per year. Any Overtime in excess of 26 weeks per year is deemed to be worked at the request of the employer and shall be paid at the overtime loading of 50%.

13.4 Overtime During Meal Hours

An employee will receive a meal allowance of \$8.65 if that employee is required to work reasonable additional hours during the following recognised meal hours:

6:30 am	-	8:30am
12:00pm	-	2:00pm
6:30pm	-	8:30pm

14. PUBLIC HOLIDAYS

14.1 Entitlement

A full time or part time employee who is regularly rostered to work on a day on which a Public Holiday falls is entitled to the day off on that Public Holiday without loss of pay.

An employee will be considered to be “regularly” rostered on a particular day if they have worked on that day for 4 consecutive weeks before the Public Holiday.

14.2 Public Holidays

“Public Holiday” includes the following days

- (a) 1 January (New Year’s Day)
- (b) 26 January (Australia Day)
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) 25 April (Anzac Day)
- (g) Sovereign’s Birthday
- (h) Labour Day
- (i) Melbourne Cup Day
- (j) 25 December (Christmas Day)
- (k) 26 December (Boxing Day)

Any other day declared by or under a law of a State to be observed generally within the State or a region of the State other than:

- A union picnic day; or
- A day that is excluded by the Regulations to the Act from counting as a Public Holiday.

14.3 Work on a Public Holiday

- (a) An employee may be reasonably required to work on a Public Holiday.

- (b) The employer will seek volunteers for work on Public Holidays but in the absence of volunteers will attempt to schedule employees to work on Public Holidays on an equitable basis.
- (c) The employer will make every effort to roster employees in a manner that is fair and equitable to ensure that allocation of Public Holiday hours are divided equally on a rotating basis.
- (d) The employer will endeavor to accommodate the needs of employees if they have family or study commitments. The employer will have regard to any other relevant personal circumstances as far as is reasonably practicable.

14.4 Payment for Work on a Public Holiday

- (a) An employee who works on a Public Holiday shall be entitled to their Ordinary Hourly rate plus a loading of 150% for all time worked.
- (b) Casual employees who work on a Public Holiday shall be entitled to their Ordinary Hourly rate, exclusive of any casual loading, plus a loading of 150% for all time worked.
- (c) An employee may elect in writing to accrue the 150% loading as time off in lieu. This means that for every hour worked on a Public Holiday, the employee receives their Ordinary Hourly rate plus one and a half hours time off in lieu.

14.5 Absences Before or After a Public Holiday

An employee who fails to attend for work on the working day before or after a Public Holiday is not entitled to be paid for the Public Holiday unless the employee provides a medical certificate or statutory declaration explaining his or her absence.

15. MEAL INTERVALS / REST BREAKS

15.1 Meal Intervals

An employee shall not work more than 5 hours without taking an unpaid meal break of no less than 30 minutes.

The meal break shall be taken at a mutually convenient time to be reached by agreement. Provided that where an agreement cannot be reached, the employer may require the employee to take a meal break at a time convenient to the business.

15.2 Rest Breaks

- (a) A paid rest break of ten minutes shall be taken at a mutually convenient time during a rostered shift of more than 4 hours.
- (b) A second paid rest break of ten minutes shall be taken at a mutually convenient time during a rostered shift of more than 7 hours.

16. TRAVEL ALLOWANCE

The employer will pay an allowance of \$0.68 per kilometer to an employee who is required by the employer to use his or her own motor vehicle in the performance of his employment duties.

17. ANNUAL LEAVE

17.1 Entitlement

- (a) Employees are entitled to a total amount of 4 weeks annual leave for each 12 months continuous service.
- (b) Annual leave is cumulative and shall be credited to the employees every 4 weeks, as provided for in the Act.

17.2 Taking Annual Leave

- (a) Any employee may take paid annual leave in sufficient annual leave has been credited to that employee and the employer has authorised the leave being taken.

17.3 Employer's Authorisation of Annual Leave

- (a) Requests for taking of annual leave must be made by the employee in writing to the employer.
- (b) Annual leave is authorised if any employee gives the employer reasonable prior notice requesting annual leave, and the employer agrees to that request.
- (c) The employer may reasonably refuse any employee's request to take annual leave, or revoke annual leave, due to the operational requirements of the workplace.
- (d) The employer shall not unreasonably refuse any employee's request to take annual leave and shall make all reasonable efforts to accommodate requests to take annual leave.

17.4 Mandatory taking of Annual Leave

An employee must take an amount of annual leave during a particular period if:

- (a) The employer directs that employee to do so because during that period the employer shuts down its business, or any part of its business in which the employee works, and the employee has at least that amount of annual leave credited to them; or
- (b) The employer directs that employee to do so, and at that time the employee has accrued more than 8 weeks of annual leave. Provided that the amount of annual leave that the employer has directed the employee to take is no more than one quarter of the total annual leave that the employee has accrued.

17.5 Payment for Annual Leave

All annual leave taken shall be paid at the employee's Ordinary Hourly rate at the time of taking leave, exclusive of any loadings.

Where an employee's regular weekly wage includes a penalty loading, the employee will be entitled to be paid for Annual Leave at their regular weekly wage, inclusive of any loadings.

"Regular" for the purposes of this section means where an employee has been in receipt of such wage for at least 8 weeks prior to taking leave.

17.6 Entitlement to Receive Payment in lieu of taking Annual Leave

An employee is entitled to forgo half of their annual leave entitlement that has accrued during each 12 month period by giving the employer written notice requesting to forgo such leave, and by the employer authorising that request.

Payment for annual leave foregone is at that employee's Ordinary Hourly rate at the time that the employee gives notice exercising this entitlement, and payment is to be made within a reasonable period.

18. PERSONAL LEAVE

Full time employees are entitled to 10 days paid personal leave for each 12 months of continuous service in accordance with the Act. Part time employees have a pro-rata entitlement.

Paid personal leave is cumulative and shall be credited to the employees every 4 weeks, as provided for in the Act.

Personal Leave is made up of:

- sick leave
- carer's leave

18.1 Sick Leave

- (a) Paid sick leave is taken by an employee because of a personal illness or injury of that employee.
- (b) If an employee is claiming sick leave, for any period of time, the employer is entitled to require that employee to provide a medical certificate from a registered health practitioner indicating that the employee was unfit for work for each period of paid sick leave claimed due to personal illness or injury.
- (c) Where it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.

18.2 Carer's Leave

- (a) Paid carer's leave is taken by an employee to provide care or support to a member of that employee's immediate family, or a member of that employee's household, who requires care or support because of:
 - (i) a personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member
- (b) If an employee is claiming carer's leave, for any period of time, the employer is entitled to require that employee to provide a medical certificate from a registered health practitioner indicating that the employee was absent to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness or injury of the member; or
 - (ii) an unexpected emergency affecting the member
- (c) Where it is not reasonably practicable to provide a medical certificate, the employee may provide a statutory declaration.

18.3 Unpaid Carer's Leave

The employees are entitled to a period of up to 2 days taken either as a single unbroken period or as separate periods as agreed between the employer and employee in accordance with the Act.

18.4 Absence Notices

Any employee claiming, or seeking to claim, personal leave must give the employer notice of taking such leave as soon as reasonably practicable and at least 2 hours before they were due to commence work.

19. COMPASSIONATE LEAVE

The employees are entitled to 2 days paid compassionate leave in accordance with those terms and conditions in the Act.

20. PARENTAL LEAVE

The employees are entitled to a period of up to 52 weeks unpaid parental leave in accordance with those terms and conditions in the Act.

21. TRAINING

The employer will provide training to the employee from time to time in areas affecting the retail industry. Employees are encouraged to participate in industry training as part of their personal development and an employee should discuss training opportunities with their immediate supervisor.

Training that is deemed by the employer to be relevant to the employee's personal and professional development shall be arranged and paid for by the employer. No employee shall suffer a decrease in weekly earnings due to undertaking training activities.

22. LONG SERVICE LEAVE

The employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1992 (Vic)*.

23. POLICIES AND PROCEDURES

The employees are required to comply with the employer's current and future policies and procedures which relate to employment, operational and safety matters.

24. TERMINATION OF EMPLOYMENT

Any employee's employment may be terminated by either the employer or that employee giving the following period of notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year - 3 years	2 weeks
3 years - 5 years	3 weeks
5 years and over	4 weeks

Where the employment is terminated by the employer, and the employee is over 45 years of age and has completed at least 2 years of continuous service with the employer, the required period of notice as specified above shall be increased by one week.

In lieu of giving the required period of notice, the employer may pay the employee an amount which is equivalent to the amount that the employee would have been paid by the employer had they worked during the required period of notice.

Nothing in this clause or this Agreement shall prevent the employer from summarily dismissing any employee for grounds including (but not limited to) misconduct, gross incompetence, continued neglect of duties, willful disobedience of lawful orders, breach of duty of fidelity, misuse of the employer's confidential information, serious breach of contract and harassment (including sexual harassment).

25. SUPERANNUATION

The employer shall contribute to the Superannuation fund of the employee's choice and the level of contributions on behalf of the employee will comply with the requirements of the *Superannuation Guarantee (Administration) Act 1992* as amended.

26. JURY SERVICE

Where an employee is required to attend for Jury Service, the employer will make up the difference between the daily attendance fee the employee receives on Jury Service and the employee's normal payment for the same period. The employee should provide proof of attendance for Jury Service and of any payment received at the time of claiming the difference.

27. ACCIDENT MAKE-UP PAY

27.1 Entitlement

- (a) The employer will pay an employee who is in receipt of worker's compensation, an amount equal to the difference between the weekly worker's compensation payment and the minimum weekly payment applicable to that employee's classification.
- (b) Provided that any such make-up pay shall be reduced by the amount an employee may earn as a result of a return to work.

- (c) 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 injury. This may include work or duties different from the employee's normal duties.
- (d) No payment will be made for any injury arising out of an accident where the injured employee is knowingly in breach of any statutory regulation or any policy, procedure or instruction relating to safe working practices of the employer.
- (e) No payment will be made in respect of any accident occurring away from the premises of the employer, excepting accidents occurring during the performance of the employee's duties.
- (f) No payment will be made in respect of any absence following a recurrence of an injury arising out of employment with another employer.
- (g) No payment will be made in respect of any period that the employee is otherwise absent from work on paid leave.
- (h) Payment under this clause is limited to a maximum of 39 weeks on account of any one injury.

28. DISPUTE RESOLUTION

All disputes arising from this Agreement will be dealt with by the model dispute resolution process set out in the Act.

29. STAND DOWN

The employer may deduct for any day or part of a day for which the employee cannot be usefully employed because of strike, breakdown of machinery or any stoppage of work for any cause for which the employer cannot reasonably be held to be responsible. Any stand down will not break the employment of the employee for the purposes of continuity of employment.

30. REDUNDANCY

An employee whose employment is terminated on the basis that the position is redundant or for reasons due to the operational needs of the business (such as where there is a downturn in business or a bona fide restructure based on the business needs of the company), the employee will be entitled to the severance payment in addition to the notice payment set out in clause 23 of this Agreement.

An employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service	Severance Pay
Up to 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and over	12 weeks

31. COMPREHENSIVE AGREEMENT

31.1 Comprehensive agreement

This Agreement shall operate to the exclusion of all Awards and Workplace Agreements (as that term is defined in the Act) and all State Registered Agreements or Certified Agreements that were in place prior to March 2006. In particular, this Agreement overrides any and all Protected Award Conditions (as that term is defined in section 354(4) of the Act). The list below lists the major Protected Award Conditions which have been modified or removed by this Agreement.

- (a) Rest breaks
- (b) Incentive based payments and bonuses
- (c) Annual leave loading
- (d) Observance of days declared by or under a law of a State or Territory, or a region of that State or Territory, and Public Holidays by employees who work in that State or Territory or region, and entitlements of employees to payment in respect of those days
- (e) Days to be substituted for or a procedure for substituting days referred to in item (d) above
- (f) Monetary allowances for:
 - (i) Expenses incurred in the course of employment
 - (ii) Responsibilities or skills that are not taken into account in rates of pay for employees; or
 - (iii) Disabilities associated with the performance of particular tasks or work in particular conditions or locations.
- (g) Loadings for working overtime or shift work
- (h) Penalty Rates
- (i) Any other matter specified in the *Workplace Regulations 2006*

31.2 No Extra Claims

It is an express term of this Agreement that during the operation of this Agreement there will be no extra claims made by the employees with respect to any matter pertaining to the relationship between the employer and the employees (whether or not such matters are covered by this Agreement).

31.3 Policies and Procedures

The employees must comply with the policies and procedures of the employer that might exist from time to time. It is expressly agreed by the parties that unless expressly specified to the contrary, the employer's policies and procedures are **not** incorporated into this Agreement.

31.4 Termination of Agreement

If this Agreement is terminated (other than where the Agreement is replaced by a new Agreement) the Australian Fair Pay and Conditions Standard and the Protected Award Conditions of the relevant and applicable Award will constitute the terms and conditions of employment of employees.

SCHEDULE A

The Employer named in this Agreement is:

Company Name: Jas E. Marks Pty Ltd
ABN: 41 862 720 285

Address: 47 High Street
Mansfield 3722

SCHEDULE B

The Award that formerly covered the employer and employees who are subject to this Agreement was the Master Grocers of Victoria Ltd and Australasian Meat Industry Employees Union Award 2003.

SCHEDULE C
WAGE RATES

Position	Weekly Rate	Full Time & Part Time Hourly Rate	Casual Hourly Rate
Butcher	\$700.00	\$18.42	\$23.02

Year 4 Apprentice (95%)	\$665.00	\$17.50	\$21.88
Year 3 Apprentice (85%)	\$595.00	\$15.66	\$19.57
Year 2 Apprentice (65%)	\$455.00	\$11.97	\$14.97
Year 1 Apprentice (50%)	\$350.00	\$9.21	\$11.51
Cabinet Attendants/Packers	Weekly Rate	Full Time & Part Time Hourly Rate	Casual Hourly Rate
Adult 20 years and over	\$595.00	\$15.66	\$19.57
19-20 Junior (85%)	\$505.75	\$13.31	\$16.64
18-19 Junior (75%)	\$446.25	\$11.74	\$14.70
17-18 Junior (60%)	\$357.00	\$9.39	\$11.74
Under 17 Junior (50%)	\$297.50	\$7.83	\$9.77

SCHEDULE D
WAGE INCREASES

The employee's Ordinary Rate of Pay as specified in Schedule C shall increase by 1.75% six months from the date of lodgment and every six months thereafter, with the final increase to be made six months prior to nominal expiry of this Agreement, 3 years from the date of lodgment.