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AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996

S.170IJ - Agreement with organisations of employees (Division 2)

Network Personnel Pty Ltd

and

Australasian Meat Industry Employees Union, The
(AG2005/8843)

**NETWORK PERSONNEL PTY. LTD. COBRAM AND THE
AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION
(COBRAM) MEAT PROCESSING
AGREEMENT 2005**

Meat Industry	
COMMISSIONER GRAINGER	MELBOURNE, 10 JANUARY 2006

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 10 January 2006 and shall remain in force until 21 November 2008.

BY THE COMMISSION:

COMMISSIONER

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NETWORK PERSONNEL PTY LTD COBRAM AND THE AUSTRALASIAN
MEAT INDUSTRY EMPLOYEES' UNION (COBRAM) MEAT PROCESSING
AGREEMENT 2005

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1. THE AGREEMENT

1.1 Title

This Agreement shall be known as the Network Personnel Pty. Ltd. Cobram and the Australasian Meat Industry Employees' Union (Cobram) Meat Processing Agreement 2005.

1.2 Application of Agreement

(1) This Agreement is binding on

(a) the Union;

(b) the Employer and;

(c) employees of the Employer:

(i) who are employed by the Employer to perform work at Cobram in Victoria pursuant to the Employer's contract(s) to supply labour from time to time to the operator(s) of Cobram;

(ii) who are eligible to be members of the Union, whether members of the Union or not; and

(iii) who perform work that is covered by this Agreement at any time when the Agreement is in operation.

(2) This Agreement shall apply in relation to any employment to which it is applicable to the complete exclusion of the provisions of the Federal Meat Industry (Processing) Award 2000 as varied and any award varying or replacing the said Award or any other award of any industrial tribunal.

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

1.3 Duration and Renewal

(1) This Agreement shall come into operation from the beginning of the first pay period commencing on or after 21.11.05 and shall continue in force until 21.11.08.

(2) It is agreed that negotiations for a replacement Agreement will commence not less than two months prior to 21.11.08.

1.4 Termination if no Replacement Agreement

Should these negotiations not achieve agreement, this Agreement shall be terminated by agreement on application of either party to the AIRC under the Act at any time after 21.11.08.

1.5 Definitions

(1) "Act" means the Workplace Relations Act 1996 (Cth) as amended.

(2) "Agreement" means this Certified Agreement.

(3) "AQIS" means the Australian Quarantine and Inspection Service.

(4) "Commission" means the Australian Industrial Relations Commission.

(5) "Employer" means Network Personnel Pty Ltd.

(6) "Facility" means the establishment(s) at which the employees of the Employer are engaged to perform meat processing work under this Agreement.

(7) "Juvenile" shall mean a person under eighteen years of age.

(8) "Operator" means the entity responsible for the management of the relevant Facility.

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

(10) "Union" means the Victorian Branch of the Australasian Meat Industry Employees' Union.

(11) "Union delegate" means an employee elected by the employees as a Union representative at the workplace.

(12) "Cobram" means the meat processing facility located at Race Course Road Cobram 3644, in the State of Victoria

1.6 No Extra Claims

(1) In consideration for the benefits of this Agreement, the Union and its members employed by the Employer agree not to pursue any other claims relating to wages or changes to conditions of employment or any other matters related to their employment

whether dealt with in this Agreement or not, during the life of this Agreement.

(2) Up to the expiry date, this Agreement covers all matters or claims which could otherwise be the subject of protected action under the Act.

(3) Up to the expiry date of this Agreement, neither the Union nor its members employed by the Employer will engage in protected action under the Act.

1.7 Objectives

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

(a) Continuing a harmonious industrial relations environment through a commitment to consultation and recognition of the role of the Union in representing its members.

(b) Increasing the efficiency and productivity of the Operator to assist its international and domestic competitiveness; and

(c) Working together to increase job security, job satisfaction, training opportunities and access to higher paid jobs and career paths for employees.

(2) 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:

(a) Continuous review of work and management practices affecting efficiency and job satisfaction at a plant level;

(b) Measures designed to improve plant utilisation;

(c) Training issues including review of skill requirements, incentives for training, implementation of training programmes and multi-skilling;

(d) Occupational health and safety issues with a view to reducing the number of workplace injuries and illnesses suffered by the employees including the provision and utilisation of appropriate safety equipment and apparel and the development of rehabilitation programs.

1.8 Responsibilities of Employees

Employees are required:

(1) To do all work to the best of their ability, skill and competence as required.

(2) To carry out their work at places directed by the Employer.

(3) To comply with the Employer's policies, practices or procedures as varied from time to time.

(4) To do their best to promote, and not harm, the Employer's and the Operator's

business, interests and reputation.

(5) To apply care and common sense in performing work for the Employer.

(6) To not absent themselves from the workplace without the Employer's permission. An absence from work for a continuous period exceeding three (3) working days without notification to the Employer will be prima facie evidence that the employee has abandoned his or her employment.

(7) To advise the Employer as early as possible of their inability to attend for work due to illness or injury, prior to the commencement of their engagement. The employee is required to produce satisfactory proof for any absence due to illness or injury.

(8) To comply with the Employer's hygiene standards at all times.

(9) Without limiting the above, slaughterers shall remove hides free of cuts and tears with no contamination or damage to the carcass using procedures acceptable to the Employer, AQIS and Ausmeat.

(10) To comply with all of the Employer's reasonable instructions in order to protect both their employee's own health and safety and the health and safety of other employees and any other person having dealings at the Facility.

(11) To not smoke cigarettes or other tobacco or similar substances on site, which includes all property and vehicles owned by, or under the control of, the Employer, other than in designated smoking areas.

(12) To uphold the Employer's zero tolerance requirement regarding drugs and alcohol or any other substance which may affect the employee's ability to work.

(13) To not take or possess alcohol or illegal drugs while at work. The Employees must inform the Employer, prior to commencing work, if they are under the influence of drugs (prescribed or unprescribed), alcohol, or any other substance which may affect their ability to work.

(14) To submit to random drug and alcohol tests in the workplace and/or attend a doctor nominated by the Employer for a full medical examination if requested by the Employer. The examination may also include a drug and alcohol test. All medical expenses to be paid by the employee.

(15) To not disclose in any way to any third party and to keep confidential any "confidential information" the employee they becomes aware of through his/her employment with the Employer. "Confidential information" includes all information relating to the Employer's or the Operator's business or operational interests, their methodology and affairs, financial information and anything else the Employer or the Operator notifies the employees as being confidential. Nothing in this clause precludes employees from divulging information about this Agreement to any other person.

1.9 Posting of Agreement

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

1.10 Shed conditions

(1) Whereas the employer and the Union are committed to the protection of the security of employment and the terms and conditions of employment of the employees employed under this agreement, it is agreed that the employer will not engage any contractor to supply the services of workers to perform work of the kind covered by this agreement unless and until:

(a) the contractor has a certified agreement under the Workplace Relations Act 1996 with the Union;

(b) which certified agreement prescribes terms and conditions of employment for the work to be performed, which are no less favourable than those contained in this agreement.

2. CONDITIONS OF EMPLOYMENT

2.1 Contract of Employment

(1) An employee shall be informed when engaged of the nature of his or her engagement whether as a regular daily hire timeworker or casual timeworker, or a regular daily hire pieceworker or casual pieceworker,

(2) New employees will, for the first 60 working days, be subject to a probationary period during which time they are to be engaged on a casual basis and as such will receive a 20% loading in lieu of any leave or other entitlements of regular daily hire employees.

(3) Clause 2.1 (2) shall not apply to persons who are performing work of a kind referred to in this Agreement at Race Course road Cobram when this Agreement commences and who were performing such work for at least six (6) months immediately preceding the commencement of this Agreement. Such persons shall be permanent employees on and from the date this Agreement commences.

(4) Notwithstanding anything else in this Agreement, casuals may be employed to fulfill the positions of persons who are absent from work on annual leave, sick leave, parental leave, long service leave, WorkCover, or otherwise absent from work for extended periods without automatically becoming regular daily hire employees.

(5) Employees are required to be medically examined in order for the Operator to meet the export standards imposed by its customers. Employees shall submit to routine medical examinations and certification as required 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 Employee.

2.2 Types of Engagement

(1) All employees other than casuals shall be engaged as regular daily employees on either time work or piece work.

(2) The engagement of regular daily hire employees shall continue each day unless informed by the Employer as set out in 2.3 hereof.

2.3 Warnings

(1) Should an employee be accused of misconduct, faulty and/or inefficient work or unwarranted absenteeism, then the Employer shall serve a warning notice on that employee in the presence of a union delegate or another witness.

(2) If any person accumulates three (3) warnings on their warning file within 24 months, their services will be terminated. Each warning notice is valid for a period of 24 months.

(3) Nothing in this Agreement shall affect the right of the Employer to summarily dismiss an employee without a warning notice for malingering, inefficiency, neglect of duty or misconduct. In such a case wages shall be paid up to the time of dismissal only.

2.4 Termination

(1) When a regular daily hire employee decides to terminate his/her employment, or the Employer decides to terminate his/her employment, notice shall be given before 9.00 am on the day of the intended termination and when such notice is given the employee shall be expected to complete his/her normal work for that day.

(2) In such cases, all monies due (other than any long service leave payments) shall be available to the employee no later than the end of the actual working day or at the Employer's option forwarded to the employee by post or EFT into their bank account the next pay period day.

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

(4) Nothing in this Agreement shall affect the right of an Employer to summarily dismiss an employee for malingering, inefficiency, neglect of duty or misconduct. In such a case wages shall be paid up to the time of dismissal only.

2.5 Deductions

(1) 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.

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

- (a) industrial action as defined in the Act; or
- (b) shortage of animals or carcasses for processing attributed and or adjacent to industrial stoppage or dispute.
- (c) breakdown of machinery;
- (d) industrial disputes involving employees of authorities or organisations responsible for the supply of electricity, water, gas, sewerage or other essentials to the continuance of meatworks operations, for which the Employer cannot reasonably be held responsible; or
- (e) any disruption to production arising from an inspection conducted by AQIS or other similar authority.

2.6 Work to be Performed

- (1) The Employer or its representative may direct an employee to carry out such tasks, combination of tasks and/or components of tasks as are within the limits of the employee's skill, competence and training consistent with his or her classification. Any direction issued by the Employer or its representative will be consistent with the Employer's responsibility to provide a safe and healthy working environment.
- (2) It is each employee's responsibility to be at his or her allotted task at the normal starting time for that task.
- (3) All work performed under this Agreement shall be carried out to the satisfaction of the Employer. A system of rotation of employees through tasks will operate at the discretion of the Employer. Each employee must be aware of the requirements and standards necessary to complete each task competently. In considering requests by employees to change work positions, the major criteria will be the continued performance of work to standards acceptable to the Employer.

2.7 Employee Communication

- (1) In the event of a significant operational issue likely to affect the performance of the Facility in the immediate future, the Employer or its representative will communicate as soon as practicable any possible workplace implications to all employees likely to be affected. Such issues may include, but are not limited to, scheduled Facility shutdown arrangements or the standing down of employees due to AQIS intervention, machinery breakdown and maintenance, stock availability or loss of essential services, or an entirely new method of processing such as installation of new machines or other technology.
- (2) The Employer will ensure as far as practicable that employees are given an opportunity to respond to the Employer on such matters and will consider means available to avoid or minimise any adverse effects that such change may have on employees.

2.8 Hours of Work

(1) Except as provided elsewhere in this Agreement, the ordinary hours of day work for all employees, other than casuals, shall be forty (40) hours per week, which may be rostered on any days of the week from Monday to Friday inclusive between the hours of 5.30 am and 8.00 pm.

(2) The ordinary hours of day work for casual employees shall be up to forty (40) hours per week, which may be rostered on any days of the week from Monday to Saturday inclusive between the hours of 5.30 am and 8.00 pm.

(3) The actual ordinary working hours shall not exceed eight (8) hours on any day save that the ordinary hours for employees employed in the Load Out, Outdoor staff, slink room, plate freezer operators and Drivers shall be up to ten (10) hours a day.

(4) The Employer may nominate that in respect of any section of the Facility the ordinary hours of work can be performed in four (4) days of not more than ten (10) hours per day or three (3) days of not more than 13 hours 20 minutes per day. Any change to ordinary hours of work will be by agreement of the parties.

(5) Where the Employer elects to change to or from four (4) or three (3) days, no less than fourteen (14) days notice of the change will be provided.

(6) If the Employer elects to change to (3) three days, notwithstanding clause 2.8(1), the employees' ordinary hours of work may be rostered on a Saturday.

2.9 Starting and Finishing Times

(1) The Employer shall notify the starting and finishing times of the ordinary hours of work for the general body of employees in each department or for the first employee to start in a department where the nature of work involves a staggered start, and any special starting and finishing times of ordinary hours of employees engaged on preparatory work or on finishing off or cleaning up.

(2) The Employer may not alter an employee's starting or finishing time, other than a casual, unless five (5) days notice of the change is given or by agreement between the Employer and the employee.

(3) Nothing in this clause shall restrict the right of the Employer to require an employee to work overtime.

(4) Any dispute arising as to starting and finishing times fixed under this clause shall be determined in accordance with clause 7.1 (Settlement of Disputes).

2.10 Shiftwork Introduction of Shift Work

(1) Shift work, other than that provided by this clause, may be introduced to meet the needs of the Facility by agreement in writing between the Employer and the majority of employees, or by the Employer providing two weeks notice in writing. Pursuant to clause 2.7 (2), The Employer will give any effected employees the opportunity to

respond.

(2) Shift work may not be introduced for less than five (5) consecutive working days.

(3) Nothing in this clause shall restrict the right of the Employer to request an employee to work overtime due to the non-attendance of an employee in the department.

(4) For the purpose of this clause, afternoon shift shall mean a rostered shift finishing after 8.00 pm and at or before midnight. Night shift is a rostered shift finishing after midnight and at or before 9.00 am.

(5) The ordinary hours of shift employees 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 six (6) days Monday to Saturday.

Afternoon Shift Allowance

(6) Afternoon shift employees shall receive an additional 15% per week calculated on the employee's ordinary time rate of pay.

Night Shift Allowance

(7) Night shift employees shall receive an additional 25% per week calculated on the employee's ordinary time rate of pay.

2.11 Work on Weekends and Public Holidays - Timeworkers

Saturday Work

(1) All work performed on a Saturday outside the employee's ordinary hours of work shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(2) If employees are required to work on a Saturday, they are entitled to be paid for a minimum of four (4) hours work.

Sunday Work

(3) All work performed on a Sunday by employees other than livestock personnel (whose rostered 40 hours may include Sunday) shall be paid for at the rate of double time.

Public Holidays

(4) All work performed on any holiday as prescribed in Clause 6.5 (Public

Holidays) except for casual employees shall be paid for at the rate of time and a half for that public holiday, as the employee will have received a payment for public holidays, provided that employees called on to work on a public holiday shall be

guaranteed a minimum of four (4) hours pay.

2.12 Work on Weekends and Public Holidays - Pieceworkers

Saturday Work, Sunday Work

(1) All work performed on a Saturday and Sunday outside the employee's ordinary hours of work shall be paid for at the Efficiency Bonus rate per unit as prescribed in Clause 3.2.

(2) If pieceworkers are required to work on a Saturday, they are entitled to be paid for a minimum of four (4) hours work.

Public Holidays

(3) All work performed on any holiday as prescribed in Clause 6.5 (Public Holidays) except for casual employees shall be paid for at the Efficiency Bonus rate per unit as prescribed in Clause 3.3 for that public holiday, as the employee will have received a payment for public holidays, provided that employees called on to work on a public holiday shall be guaranteed a minimum of four (4) hours pay.

2.13 Redundancy

Application

(1) This clause applies to employees other than casual employees whose employment is terminated by the Employer due to redundancy. Redundancy occurs where the Employer has made a definite decision that the Employer no longer has a need for the job the employee has been doing to be done by anyone and this is not due to the ordinary or customary turnover of labour

Severance pay

(2) In addition to the period of notice prescribed for ordinary termination in clause 2.4 employees, excluding casual employees, whose employment is terminated for reasons set out in 2.13(1) will be entitled to the following amount of severance pay:

Period of continuous service	Severance pay
1 year or less	nil
more than 1 year and up to the completion of 2 years	4 weeks pay
more than 2 years and up to the completion of 3 years	6 weeks pay
more than 3 years and up to the completion of 4 years	7 weeks pay
more than 4 years and over	8 weeks pay

(3) "Week's pay" means the ordinary time rate of pay for the employee concerned, this means the employees' ordinary time earnings in the last 12 months.

Alternative employment

(4) If an employee is offered acceptable alternative employment, that employee will not be entitled to payment under this clause.

Employees exempted

(5) This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

2.14 Transmission of Business

(1) Where a business is after the date of this Agreement transmitted from the Employer (in this clause called "the transmittor") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee:

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

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

(2) 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.

2.15 Payment of Wages

(1) Wages shall be paid on the usual pay day of the Employer, which shall not be later than Friday in each calendar week.

(2) At the Employer's discretion, wages shall be paid by electronic funds transfer, cheque or by deposit of those wages in a bank account or other similar account to be nominated by the employee.

(3) The cashing of cheques will be during the employee's time.

(4) 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 or deductions.

2.16 Meal Times

(1) Employees shall be granted an unpaid morning tea break of twenty five (25) minutes at a time nominated by the Employer but no later than five (5) hours after commencing work. Employees shall be granted a further unpaid break of thirty (30)

minutes at a time nominated by the Employer. The Employer will consult with the relevant department when deciding the meal breaks.

(2) Meal breaks shall not be counted as part of the daily hours worked.

(3) If an interruption of work for any cause occurs within 1 hour of the scheduled commencement of meal or morning tea break, the Employer may direct that the break be taken immediately.

2.17 Employee Facilities

(1) The Employer shall provide the following facilities for employees:

(a) Boiling water in sufficient quantities to make an adequate supply of hot drinks for each employee at the commencement of each meal break or rest break,

(b) Changing rooms, dining rooms, toilets, wash basins, showers, etc. in accordance with the provisions of the Code of Practice for Workplaces made pursuant to the Occupational Health and Safety Act 2004 (Vic) (as amended) and in accordance with AQIS requirements.

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

3. PAY RATES

3.1 Regular Daily Hire Timeworkers

Classification	Base Hourly Rate	Hourly rate with 90% Efficiency Bonus	Hourly rate with 95% Efficiency Bonus	Guaranteed Minimum Week	Sick Leave Rate A per Day	Sick Leave Rate B per Day
Slaughterer	\$15.23	\$21.57	\$22.84	\$500	\$135.00	\$140.00
Labourer "A"	\$15.03	\$16.20	\$16.89	\$400	\$100.00	\$110.00
Labourer "B"	\$13.99	\$14.29	\$14.60	\$400	\$100.00	\$100.00
Learner - Probation Employee	\$12.69	No bonus paid	No bonus paid	N/A	N/A	N/A

Bonus payments are calculated in accordance with the Rewards for Success policy which is Appendix A to this Agreement.

3.2 Regular Daily Hire Pieceworkers

Classification	Base	Additional	Total	Guaranteed	Sick Pay	Sick
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	Payment per unit	Efficiency Bonus	Units paid in 8hrs	Minimum Week	Rate per Day	Leave Rate B per Day
Beef Boner / Slicer	Per Unit 0-75 \$2.56	Per Unit 76 + E B \$0.79	N/A	\$500	\$140.00	\$150.00
Lamb Cutting Room Boner	Per Unit 0-84 \$2.07					
	Per Unit 85 + E B \$0.58	100*	\$500	\$140.00	\$150.00	
Saw Man	Per Unit 0-84 \$2.07	Per Unit 85 + E B \$0.58	110*	\$500	\$140.00	\$150.00
Slicer	Per Unit 0-80 \$1.87	Per Unit EB\$0.21	80*	\$500	\$100.00	\$110.00
Calve, Mutton Boner & Slice	Per Unit 0-84 \$2.07	Per Unit 85 + E B \$0.58	N/A	\$500	\$140.00	\$150.00

*Note the Total Units paid column is subject to operators producing products to the Employer's required specifications and production levels on a daily basis.

* (E B) Efficiency Bonus paid per unit are calculated in accordance with the Rewards for Success policy which is Appendix A to this Agreement

All labourers who were employed by Vodusek's as at the 21 October 2005 to be classified as "A" grade labourers.

Calculation of units

(a)	Jap Ox Beef Boning		
	1 Forequarter of beef up to 78kgs or	1 side of beef up to 150kg	= 1 unit
	1 Forequarter of beef 78.5 to 95kgs or	1 side of beef 150.5kg to 185 kg	= 1.12 units
	1 Forequarter of beef 95.5 to 115kgs or	1 side of beef 185.5kg to 225 kg	= 1.25 units
	1 Forequarter of beef 115.5 & over or	1 side of beef 225.5 kg & over	= 1.37 units
(b)	Bull Boning		

	1 quarter of bull	= 1 unit
(c)	Vealer up to 150kg	= .66 of a unit
(d)	Veal (bobby calf)	
	1 carcass of veal	= 1 unit
(e)	Beef quarter (all inclusive)	
	boned using Carni system	= .90 of a unit
(f)	Mutton and Lamb	
	1 carcass over 35kg	= 1.5 units
	These penalties will be carried and not dropped.	
(g)	Sheep Carcass and Veal Equivalentents	
	4 trunks	= 3 units
	4 pairs of legs	= 1 unit
	7 single legs	= 1 unit
	3 pairs of loins	= 1 unit
	2 pairs of hindquarters	= 1 unit
	2 pairs of forequarters	= 1 unit
	1 trunk with chump or portion Of chump attached	= 1 unit

3.3 Wage Increases

The wage increases contained in this clause will apply to all classifications other than the "A" classified labourers for the duration of this agreement.

(1) A 1.5% wage increase shall be paid from 21.11.06.

(2) A further 1.5% wage increase shall be paid from 21.11.07.

3.4 Additional Payments

(1) These daily allowances do not count as ordinary earnings for all purposes of the Agreement:

(a)	Leading Hands	\$10.00 per day
(b)	Nominated Qualified First Aiders	\$5.00 per day
(c)	Nominated Trainers / Teachers	\$5.00 per day

3.5 Juveniles

(1) Juvenile employees shall receive the following percentage of the adult rate of pay of the classification applicable.

16 years and under	50%
17 years	75%
18 years	100%

3.6 Penalty and Disability Payments

(1) 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.

3.7 General Provisions Pieceworkers

(1) The provisions of this clause shall apply to competent employees working individually, or in teams, according to the requirements of particular works systems, so as to complete all the tasks associated with the boning and slicing of beef and veal, mutton and lamb at a standard acceptable to the Employer.

Duties of Boners and Slicers

(2) Boners shall be required to remove meat in the form of cuts as specified by the Employer from time to time including removal of meat by methods such as seaming. Slicers shall be required to slice to the Employer's requirements.

Duties of Beef Slaughtermen

(3) Sticking, halal slash, tying the weasand, saving sinews, opening up and skinning the first leg, remove the tail, tip, udders and pizzles, placing of tags (EU, Halal etc), removal of the first hind hock, first change over removing of chain, opening up the second leg, skinning the second leg removal of the second hind hock and second

change over, saving sinews, opening up the hide from the udder to the point of the brisket, clearing of flanks, freeing and removing the anus, placing the required bag over the rectum and tying. Cleaning the tail and rump area operate the hide puller, chains for hide removal, remove hides with puller and chains, remove heads, remove remains of front trotters, marking and sawing the brisket, freeing the trachea, applying carcass numbers in correlation, fronting out of tripe and runners, removal of offal and lungs, skinning and removing the kidneys, removing the tail and splitting the carcass. Sterilization of knives and equipment and tasks as prescribed by the Company, AQIS, Ausmeat, Customer and Country requirements

Duties of Small stock Slaughtermen

(4) Stunning, sticking, shackling, Y cut and clearing of socks, clearing of shoulders and brisket, pulling shoulders back clearing, freeing weasand, freeing sweat breads, operating scalping machine, rip down, remove udder and pizzels and clear wax eyes area, clear pockets, operate mechanical punching arms, pull back and clear for pelting machine, operating pelting machine, clear bung, open up and bung tie, remove paunch and runner, splitting briskets, removal of pluck and sweat breads removal of tongues and heads, machine trim, sterilization of knives and equipment and tasks as prescribed by the Company, AQIS, Ausmeat, Customer and Country requirements.

Duties of a Slaughter Floor Knife Hand

(5) Shackler, Knocker, Rodding/ Hock, Horn removal, Tail Tag Computer Operator, Neck Trim/Aus Meat, High Trim, low Trim, Retain Trim, Sastek Scale Operator- Offal Room, Paunch Opening Room Operators, Paunch Trim/Washing, Foetal Blood Collection, Heart/ Lung separation/ Peeling Kidneys, Evisceration Table- Offal Trim, Sastek Scale operator, Dentition/ Fore Hock Removal, Head Removal/ Head and Tongue Wash Operator, Head Boning, Tongue Removal, Thin Skirt/Xiphiod cartilage removal/ Spinal Cord Removal,

The description of slicers include:

(6) Remove blood clots, bruises, exposed veins and arteries, brands, ingesta stains, pieces of bone, cartilage or hide and nodules, and from hindquarters of butts remove thimble or hard gristle at end of silverside or rump butt, trim to a specified fat coverage, expose and incise or remove glands, remove paddywhack, trim off blood stained portion of stickings, trim back or remove sinews, remove skin and membrane, remove strip of backstrap, remove sinew ends, remove tissue, remove gristle, remove cube roll, cut meat into pieces suitable for export packing.

Ratio of Beef Slicers to Boners

(7) Except as otherwise stated in this Agreement, in order to meet the particular requirements of the Employer, two (2) slicers shall be employed for each three (3) boners for work performed to produce export-standard boneless meat.

(8) When producing Jap Ox Beef, a ratio of one (1) slicer to (1) boner shall be employed. In the event of beef deemed to be difficult to slice the Employer may add an additional slicer to the team where practicable.

4. ADDITIONAL PAYMENTS

4.1 Overtime

(1) 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.

(2) The length and frequency of such overtime will be factors taken into consideration when determining whether such overtime is excessive or seriously inconvenient.

(3) Time workers overtime will be paid for at time and one half for the first three hours and double time thereafter, except where other rates are expressly applied in this Agreement.

(4) Pieces workers overtime will be paid for at the Efficiency Bonus rate, except where other rates are expressly applied in this Agreement.

(5) The hourly rate on which overtime is to be calculated ("the base rate") is the remuneration (including any bonus payments referred to in Clause 3.1) earned by the employee during ordinary hours on the day on which the overtime is worked, divided by the number of ordinary hours worked on that day. Provided that in respect of overtime worked on Saturdays, Sundays and public holidays, the base rate shall be calculated in the manner referred to in the preceding sentence, but by reference to the remuneration earned and the ordinary hours worked, on the last ordinary weekday on which work was performed before the overtime, by the employee.

(6) Any dispute regarding the working of overtime shall be resolved pursuant to the Settlement of Disputes procedure prescribed herein.

4.2 Work on Time

(1) If on any day the work has not been achieved as a result of delays or interruptions to work pieceworkers shall continue to work until work is completed or until the expiration of the hours of work prescribed in this Agreement.

(2) In the event of a delay or interruption to work occurring after the last carcass for the day has been stuck, the necessary pieceworkers and time workers shall remain to complete the processing of all carcasses.

4.3 Guaranteed Minimum Payment

(1) Regular daily hire employees who present themselves for work in accordance with the provisions of this Agreement on any day shall receive a minimum of four (4) hours pay based on the ordinary time rate applicable to each employee's classification.

(2) 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 the amount prescribed in clause 3, whichever is the greater. In the event of stop work meetings or strikes by employees, the minimum weekly payment entitlement will be forfeited by the equivalent amount for payment for the time of the stoppage.

(3) For the purpose of the guaranteed minimum payment all days off on paid

or Unpaid leave shall reduce proportionately the amount payable under this clause by one-fifth. Such leave shall be:

- (a) Annual Leave
- (b) Sick Leave
- (c) Long Service Leave
- (d) Public Holidays
- (e) Compassionate Leave
- (f) Parental Leave
- (g) Special Leave
- (h) Jury Service
- (i) Workers Compensation

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

(5) This clause shall not apply to employees who during any pay week have had pay deducted during that week on any day or part of a day in accordance with clause 2.5 (Deductions).

4.4 Superannuation

(1) The Employer will on behalf of its employees make superannuation contributions of the minimum amount required by the Superannuation Guarantee (Administration) Act 1992 to avoid the superannuation guarantee surcharge.

(2) All contributions will be forwarded monthly to the Meat Industry Employees Superannuation Fund.

(3) No contributions will be made by the Employer in respect of any unpaid absence from work of any employee or any absence on WorkCover.

5. PRODUCTION PROCESSES

5.1 Regulation of Chain Speeds

Chain speeds shall be regulated and controlled by the Plant Manager. If quality outcomes are not being achieved chain speeds may be reduced.

5.2 Grindstones

The Employer shall provide sufficient grindstones in sections where the employees are required to use knives in the course of their duties, as is permitted by AQIS.

5.3 Tools of Trade

(1) Tools of the trade (i.e. knives, steels, pouches, mesh aprons, mesh gloves, boots) will be supplied at the employees' cost. The employees are required to maintain their tools in accordance with AQIS and the Facility's hygiene standards.

(2) Employees must adhere to the Facility's safety procedures and wear such protective clothing and use such protective equipment as required at all times when performing their allocated tasks.

5.4 Sharpening of Knives

Employees 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.

6. LEAVE PROVISIONS

6.1 Meaning of "Ordinary Pay"

(1) For the purposes of this clause, "ordinary pay" in relation to any employee means remuneration for:

(a) The employee's ordinary weekly number of hours of work as prescribed in Clause 2.8 (Hours or Work) and Clause 2.10 (Shift Work) calculated at the ordinary time rate of pay plus the average of any additional earnings received by the employee for work performed during the period in respect of which the right to leave accrues, other than payments specifically excluded by other provisions of this Agreement.

(b) Where no ordinary time rate of pay is fixed for an employee's work under the terms of his or her employment, the ordinary time rate of pay shall be deemed to be the average weekly rate earned by him or her during the period in respect of which the right to leave accrues.

6.2 Annual Leave

(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.

(2) Employees are not entitled to any leave loading on annual leave.

(3) If an employee and the Employer so agree, Annual Leave may be taken wholly or partly in advance before the employee has become entitled to the Annual Leave.

(4) 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.

(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) Unless otherwise agreed, the Employer shall endeavour to give each employee at least seven (7) days notice from which this Annual Leave shall be taken.

(7) Where any public holiday as provided for under Clause 6.5 (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 public holiday.

(8) Where the employment of an employee who has become entitled to Annual Leave provided by this Agreement is terminated and the employee 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.

6.3 Sick Leave

(1) All employees other than casual employees who are entitled to be absent from work due to Personnel illness or injury by accident, shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations.

(2) Employees eligible for sick leave shall be paid sick pay at the rate prescribed in Clause 3 Sick Leave rate A for each days leave.

(3) Any unused sick leave will be paid to the employee at Christmas each year. Sick leave paid at Christmas will be paid at an increase rate as a bonus, as prescribed in Clause 3 Sick leave rate B

(4) Sick leave shall be accrued pro rata from commencement of permanent employment to a maximum of 10 days per year subject to the following conditions:

(a) 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.

(b) the employee shall within twenty four (24) hours of the commencement of such absence inform the Employer of his or her inability to attend for duty and as far as is practicable state the nature of the injury or illness and the estimated duration of the absence. If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for duty, he or she shall notify the Employer forthwith and as far as is practicable state the estimated duration of the further absence.

(c) the employee shall be required to produce a medical certificate or other proof of illness or injury satisfactory to the Employer for any period of absence to be entitled to payment for such absence.

(e) Where the employment of an employee who has become entitled to Sick Leave provided by this Agreement is terminated and the employee 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 Sick Leave.

6.4 Long Service Leave

(1) All employees, other than casuals, shall be entitled to long service leave in accordance with the Long Service Leave Act 1992 (Vic) save as otherwise provided in this Agreement. The ordinary rate of pay is to be taken to be the average weekly rate earned by him or her in the 12 months immediately before he or she takes long service leave.

(2) The amount of such entitlement shall be, on the completion by the employee of fifteen (15) years continuous employment with the Employer, thirteen (13) weeks long service leave and thereafter an additional four and a third weeks long service leave on completion of each additional five (5) years of continuous employment with the Employer.

(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 the employee's Personnel representative a sum equal to the amount of ordinary pay that would have been payable to the employee in respect of the period of long service leave not taken by the employee less any amount already paid to the employee in respect of any such leave not taken.

(4) 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 operational factors, provided that:

(a) The taking of such leave may be postponed to such date as is mutually agreed or in default of agreement the matter shall be dealt with in accordance with Clause 8.2 (Settlement of Disputes).

(b) In no case shall any entitlements to long service leave be lost or in anyway affected by the foregoing provisions of this sub-clause or by failure or refusal of the

Employer to grant this leave.

(5) Where the employment of an employee for any reason is terminated before the employee takes any long service leave to which the employee is entitled or where any long service leave accrues to an employee because of the termination of the employee's employment, the employee shall be deemed to have commenced to take this leave on the date of such termination of employment and the employee shall be entitled to be paid by the Employer ordinary pay in respect of such leave.

(6) If an Employer and an employee agree:

(a) 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

(b) 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.

(7) The ordinary pay of an employee on long service leave shall be paid by the Employer when the leave is taken and shall be paid in one of the following ways:

(a) in full when the employee commences leave; or

(b) at the same time the employee's ordinary pay would have been paid if the employee had not taken leave in which case payment shall, if the employee requests in writing, be made by cheque posted to the employee's nominated address; or

(c) 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.

(8) No employee shall during any period when he or she is on long service leave engage in any employment for hire or reward.

6.5 Public Holidays

(1) All employees other than casual employees shall receive payment in accordance with Clause 6.1 (1,a,b) 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. Gazetted public holidays include the following: Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Queen's Birthday, Melbourne Cup Day.

(a) Union Picnic Day means the third Wednesday in January of any year. Employees shall be entitled to take Butchers Picnic Day without pay.

(b) 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, Personnel

sickness or incapacity. A doctor's certificate provided by the employee is required by the employer and shall be proof of such sickness or incapacity. Provided that:

(c) if the employee is dismissed by the employer through no fault of the employee on the working day before the holidays he or she shall qualify for payment for Such holiday or holidays.

6.6 Compassionate Leave

(1) An employee, other than a casual, shall, on the death of a wife, husband, father, mother, father-in-law, mother-in-law, grandparent, child or stepchild, brother or sister be entitled on notice to leave up to and including the day of the funeral or such relations. 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.

(a) The employee shall provide proof of death to the satisfaction of the Employer; and

(b) For the purpose of this clause "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a de facto wife or husband.

6.7 Parental Leave

Entitlement

(1) Subject to this clause, employees (other than casual 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 in accordance with Schedule 1A of the Act and this Agreement.

Maternity Leave

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

Paternity Leave

(3) A male employee shall, on the production of a medical certificate naming his spouse (including de facto 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.

Adoption Leave

(4) 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 period of 49 weeks or an unbroken period of 52 weeks following the

placement of a child.

Termination of Employment

(5) 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.

(6) 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.

Continuity of Employment

(7) 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 employee's period of service for the purposes of this Agreement.

6.8 Jury Service

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.

6.9 Resuming after an Absence

(1) Employees absent from work for any reason whatsoever except annual, long service, or other leave approved by the Employer, shall contact the employment officer or the person nominated by the Employer by 8AM on the working day prior to resuming and make the necessary arrangements to resume work.

(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. CONSULTATIVE ARRANGEMENTS

7.1 Settlement of Disputes

(1) Work shall continue throughout all negotiations

(2) In event of a dispute the department representative concerned shall confer with the senior supervisor of the Department. Failing a settlement, the representative and the department supervisor shall notify the works management and shall negotiate to resolve the dispute.

(3) In the event that a department stops work for a meeting, the resolution of that meeting is taken to the Senior Management by a delegation of two members and the remaining workers of that meeting are to resume without delay.

(4) Failing a settlement of the dispute the delegate shall notify the union and the works management may notify its employer organisations .The works management, the workers department representatives and representatives of the union and the appropriate employer Organisation shall meet with view of settling the particular dispute.

(5) If agreement still cannot be reached, the matter shall be taken to the commission for settlement.

(6) Both parties reserve the right to notify the commission should the above provisions not be carried out.

(7) The employer and the union agree that in the event of any dispute concerning the termination of an employee under clause 2.1.4 (Warnings / Dismissals) 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) The union will use its best endeavours, including any rights it may have under its rules, to ensure that no employee being a member covered by this agreement ceases work or engages in industrial action or threatens such action during the progression of a matter under the grievance process.

(9) When any industrial action occurs where the settlement of disputes clause has not been complied with in particular clause 8.2.5, the company has the right to withdraw the efficiency bonus payment for the previous working day, were efficiency bonus was paid from each employee who has engaged in such action.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1 Operation of Occupational Health and Safety Act 2004 (Vic)

(1) The Employer recognises that the Occupational Health and Safety Act 2004 (Vic) and any Regulations made under that Act shall apply to all workplaces covered by this Agreement.

(2) The Consultative Committee shall discuss ways to improve occupational health and safety at the Facility and will regularly consult with all employees to ensure that their views are considered as part of any decision making process.

8.2 Protective Clothing

(1) The Employer shall provide all employees with clean outer clothing, and clean head covering, and in accordance with job requirements.

(2) The clothing shall be provided daily, free of charge, prior to the commencement of work and shall be returned by the employee to the designated area nominated by the Employer,

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

8.3 First-Aid

(1) The Employer shall provide a Medical Centre or First Aid Room in accordance with the Code of Practice (First Aid in the Work Place) made pursuant to the Occupational Health and Safety Act 2004 (Vic).

(2) 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.

9. TRAINING

9.1 Process for the Development of Training

(1) Consistent with the objectives set out in Clause 1.8, employees shall be given access to and participate in training programs directly relevant to the work performed by the employees and the operational requirements of the Employer and Operator.

(2) In establishing and delivering training the following principles shall be adhered to:

(a) training will be predominantly delivered at the Facility including on the job, but when necessary off the job training will be provided;

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

(c) employees will participate in training programs aimed at multi-skilling and other appropriate training programs.

9.2 Induction Training

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

(2) Induction training shall be delivered on the job.

9.3 Method of Training

Selection of Teachers

(1) Competent person or persons shall be designated as teachers by the Employer.

Definition of Competency

(2) A learner will be recognised as competent in the relevant task upon satisfying the teacher in conjunction with the supervisor of the relevant department that competency has been achieved in the tasks selected under clause 10.3(3) hereof. It is nevertheless the objective of the Employer to have employees learn all tasks as far as practicable

with the intention of task rotation.

Selection of Tasks

(3) The tasks to be taught to a learner shall be selected by the Employer.

Selection of Learners

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

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

Payment of Learners

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

Further Training and Multi-skilling

(7) 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.

(8) Teachers shall be paid \$5.00 per day until such time as the learner is capable of working without supervision.

10. SIGNATORIES

Dated:

Signed for and on behalf of	
Network Personal Pty Ltd by its authorised representative in the presence of:	
Signature of Witness	Signature of Authorised Representative
Name of Witness	Name of Authorised Representative

(BLOCK LETTERS)	(BLOCK LETTERS)
Signed for and on behalf of	
AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION by its authorised representative in the presence of:	
_____	_____
Signature of Witness	Signature of Authorised Representative
_____	_____
Name of Witness	Name of Authorised Representative
(BLOCK LETTERS)	(BLOCK LETTERS)