

**WANGARATTA ABATTOIRS PTY
LTD**

AND

**AUSTRALASIAN MEAT INDUSTRY
EMPLOYEES' UNION COLLECTIVE
AGREEMENT
2006**

1 August 2006

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1. THE AGREEMENT

1.1 Title

This Agreement shall be known as the Wangaratta Abattoirs Pty.Ltd. and the Australasian Meat Industry Employees' Union Collective Agreement 2006.

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 Wangaratta Abattoirs Pty.Ltd. in Victoria.

(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 Part 11 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

This Agreement shall come into operation from the beginning of the first pay period commencing on or after the lodgment of the agreement with the Office of Employment Advocate and shall continue in force until 01/08/09.

1.4 Termination if no Replacement Agreement

The parties to this agreement may terminate it in accordance with the Act at any time after 01/08/09.

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 Wangaratta Abattoirs 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.

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 of two days or more 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, Prime Safe, 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) As a part of our commitment to providing safe working environment and meeting our duty of care to yourself it may be required that you participate in a functional assessment or case conference regarding the appropriateness of your existing classification. We will meet the cost of any assessments and will review the assessment in terms of meeting our obligations.
- (12) 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.
- (13) 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.
- (14) 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.
- (15) To submit to random drug and alcohol tests in the workplace and/or attend a Company doctor at a nominated time by the Employer for a full medical examination if requested by the Employer. The examination may also include a drug and alcohol test, and the results made available to the Employer.
- (16) To not disclose in any way to any third party and to keep confidential any

"confidential information" the employee 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

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.

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 prior to being eligible for regular daily employment and during this 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. At all times during a persons employment while a person receives this 20% loading it is recognised that this represents their full entitlement to any leave provisions contained in this agreement regardless of the period of time in which they receive wages that includes this loading.

(3) 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.

(4) 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 Employer.

2.2 Types of Engagement

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

2.3 Warnings

(1) Should an employee be accused of misconduct, faulty and/or inefficient work or unwarranted absenteeism or employee responsibilities, the Employer shall serve a warning notice on that employee in the presence of a witness. The employee may choose a Union delegate to be his or her 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 gross 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 by the next pay period.

(4) Nothing in this Agreement shall affect the right of an Employer to summarily dismiss an employee for malingering, inefficiency, neglect of duty or gross 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) 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

(d) 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 Follow-on-Labourers

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 3.2.1 (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 employer's satisfaction and any arrangement applying at a particular works for a period of thirty minutes. 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 of work, or after the expiration of eight (8) hours, whichever is the earlier, such work shall be regarded as overtime in accordance with the provision of the Agreement.

2.8 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. A new method of processing may result in changes to tally, speed and pay rate per unit for production within ordinary working hours.

(2) The Employer will ensure as far as practicable that employees through the consultative committee 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.

2.9 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 thirty-eight (38) 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 thirty-eight (38) 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, drivers and drovers 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. (Except conventional sheep and lamb chain).

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

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

(7) The latest starting time for pieceworkers is 7.00am notwithstanding the right to start up to 7.30am.

(8) It is the employee's responsibility to be at his or her allotted task at the normal starting time for that task.

(9) The employer reserves the right to place employees and balance piecework teams up to 7.00am.

(10) The Ordinary Working Hours Shall Be:
Conventional Sheep, Lamb and Pig Slaughtering:

- (a) 75 tally 6 hours
- 80 tally 6 hours 24 minutes
- 85 tally 6 hours 48 minutes
- 90 tally 7 hours 12 minutes
- 95 tally 7 hours 36 minutes

Beef Slaughtering:

- (b) For the completion of minimum tally (16) 5 hours 26 minutes
- For the completion of maximum tally (20) 7 hours 20 minutes

(i) Times for completion of other tallies shall be proportional to these times.

(ii) These times are actual working times, and do not include the breaks; including rest periods, lunch, smoko or five minute breaks.

(11) Nothing in this clause shall restrict our right to require timeworkers to work additional hours to make a total of forty hours of work at ordinary time rates of pay per week to accumulate hours towards a rest day.

2.10 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 8.2 (Settlement of Disputes).

2.11 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 thirty eight (38) hours per week to be worked from Monday to Friday.

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 - Load Out and Transport

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

2.12 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 two and a half 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 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 double time in addition to the payment provided for the public holiday in clause 6.5, provided that employees called on to work on a public holiday shall be guaranteed a minimum of four (4) hours pay.

2.13 Work on Weekends - 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 overs rate per unit as prescribed in Clause 11.

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

2.14 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 2.14 (1) will be entitled to the following amount of severance pay depending on their date of commencing full time employment.

Full-time employees started after 1 August 2006

Period of continuous service pay	Severance
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

In the event of any employee who commenced full time employment prior to 1 August 2006 and becomes redundant the Company will pay to that employee one week's wages for each year of service, and pro rata for any incomplete year up to a maximum of 18

years.

(3) "Week's pay" means the ordinary time rate of pay for the employee concerned, this means the employees' average earnings in the last 250 actual working days.

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 gross misconduct or dismissal in accordance with clause 2.3, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

2.15 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.

2.16 Payment of Wages

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

(2) At the Employer's discretion, wages shall be paid by electronic funds transfer.

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

(4) Each employee shall receive a statement on the pay envelope or pay slip showing the

(i)	Minimum daily payment for tally up to 75	136.64	
(ii)	Constant Unit Rate for production from 75 to 90		1.82
(iii)	Unit rate for production in excess of 90 tally		2.76
(iv)	Mixed Kill: Pigs up to 25kg	1.0	
	Pigs 25.0 – 82kg	1.7	
	Pigs 82.1 kg & over	2.0	
3.2 Follow on Labourers			
3.2.1	Slaughtering Sheep & Lamb: Conventional System	Daily	Unit
(1)	Adult follow-on labourers shall receive	105.52	
(ii)	The payment for additional stock treated for adult follow-on labourers shall be		1.40
(iii)	Unit Rate for follow-on labourers for stock treated in excess of 90 tally		2.29
(iv)	Juvenile follow-on labourers shall receive the following:		
	At 16 years and under (50%)	52.76	
	At 17 years (60%)	63.31	
	At 18 years and over (100%)	105.52	
(v)	The payment for additional stock treated for juvenile follow-on labourers shall be the appropriate proportional payment of the adult follow-on labourers rate.		
	16 years and under (50%)		0.70
	17 years (60%)		0.84
	18 years and over (100%)		1.40
3.2.2	All Others	105.52	
3.3 Drovers			
	(Timeworkers)	113.87	
3.4 Timeworkers			
3.4.1	Driver and Load Out		

- (a) Driver \$659.93 per week
 - (b) Load Out \$659.93 per week
 - (c) Overtime Rate and a half \$19.79 per hour
Double time \$26.38 per hour
- Includes 25% Loading

3.4.2 Regular Daily Employees

- (a) Forklift drivers, tractors and other drivers on works 105.52
- (b) All others 105.52

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

Main Scale Operator \$2.18 per day

3.7 Juveniles

Juvenile 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%

The employer shall consult with the Consultative Committee for the relevant area as to the suitability of such tasks for juveniles.

3.8 Guaranteed minimum weekly payments

The guaranteed minimum weekly payments shall be:

- (a) Pieceworkers
 - Mutton Slaughterers \$546.56
- (b) Follow-On Labourers

Four times the daily classification rate.

- (c) Timeworkers

Four times the daily classification rate.

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 this Agreement.

3.10 Wage Increases

The wage increases contained in this clause will apply to all classifications prescribed in Clause 3 and Clause 11.

- (1) A 3% wage increase has been paid from beginning of the first pay period commencing on or after the lodgment of the agreement with the Office of Employment Advocate.
- (2) A further 3% wage increase shall be paid from the beginning of the first pay period 12 months after the above wage increase in clause (1); and
- (3) A further 3% wage increase shall be paid from the beginning of the first pay period 24 months after the above wage increase in clause (1).

3.11 Additional Payments

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

- (a) Company
Nominated Qualified First Aiders \$5.00 per day
- (b) Company
Nominated Trainers / Teachers \$5.00 per day

3.12 General Provisions Pieceworkers

1. Duties of Small stock Slaughtermen: Conventional Dressing System

The duties of slaughterers shall be catching stunning, sticking, shackling, skinning and papering hind-legs and removing hind trotters, skinning forelegs, removing tongue and sweet-bread, trying 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, separating gall bladder from liver and splitting or cutting down briskets. Sterilising knives and equipment as per QA Regulations.

2. Duties of Pig Floor Slaughtermen:

Stunning, sticking, lowering carcass into scalding tank, turning pigs in scalding tank, loading into machine, empty machine to scud table, remove excess hair with knife, remove toe nails, exposing tendons, applying gambel, loading pig to elevator, ringing bung, eviscerating carcass, brisket cut, dropping pluck, removal of head, ears or jowl. Sterilising knives and equipment as per QA regulations.

3. Duties of Beef Slaughtermen on Rail

Penning up, knocking, shackling, hoisting, sticking, rodding, tying the weasand, removing horns, muzzle, front feet, 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 backing off, fore quartering, 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, Prime Safe, AQIS, Ausmeat, Customer and Country requirements

(i) Tallies

Pieceworkers will kill and treat a minimum of 16 and up to a maximum of 20 as required by the employer.

(ii) Additional Penalty Payments

1. Bulls/Downers Diseased Cattle

Double rates shall be paid for:

(a) Bulls (entire Males) two testicles over 206kg at scales.

(b) "Downer" cattle, i.e. cattle which are carted to the killing pen: and for diseased cattle which are condemned by a veterinary officer or meat inspector for disease contagious to human beings.

2. Lot Fed Cattle

- (i) If in the opinion of the supervisor and the union delegate, cattle raised on feedlots 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 resulting in the slaughterman finishing after normal finishing time an additional payment shall be paid for each animal so affected. If a slaughterman can cut through the above cutting lines and not cause the normal finishing time to be extended, 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 slaughtermen in the team.

4. Chain speeds

- (a) In normal circumstances chain speeds will be set.
Small Stock Slaughterman - 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 of QA requirements cannot be met, the chain shall be slowed until the requirements are met.

5. Smallstock Tallies

Pieceworkers will kill and treat the number of carcasses per day required by the employer of a minimum of 75 smallstock equivalent and up to maximum of 95 as required by the employer.

6. Overweights

a) Sheep and lambs in excess of 27.5 kg dressed weight shall be assessed in accordance with the following table:

Dressed Weight	Penalty
From 27.5 – 32.4 kg	25% of the constant unit rate
from 32.5kg – 36.4 kg	50% of the constant unit rate
from 36.5kg – 43.4 kg	75% of the constant unit rate
from 43.5kg and over	100% 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)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.

7. Adult Rams

Double rate will be paid for adult rams.

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 a half for the first two and a half hours and double time thereafter, except where other rates are expressly applied in this Agreement.

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

4.2 Work on Time

(a) 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.

(b) 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.

4.2.1. Waiting Time

(i) When delays or interruptions to work occur, other than due to a cause as specified in clause 4.2(ii) waiting time shall be paid and calculated by the method prescribed in clause 4.2(e).

(ii) Waiting time shall not be payable where the delays or interruptions due to:

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

- (b) Proven faulty work.
- (c) Proven acts of negligence or misconduct by employees, not being employees on the salaried staff of the employer.
- (d) 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.
- (e) Waiting time payments shall be calculated on the basis of \$21.78 per hour for slaughterers.

4.2.2 Drivers / Penner Up

(a) Expenses

The employer shall pay 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 \$2.62 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:
- (iv) All reasonable and legitimate veterinary expenses.
- (v) Compensation of \$200.00 on the death of the dog.
- (vi) It is the responsibility of the drover to make sure that muzzles are on at all times, and the dogs are fed and watered, eg: Weekends, Public Holidays.

(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.

4.3 Guaranteed Minimum Payment

- (1)(i) Regular daily hire employees who present themselves for work in accordance with the provisions of this Agreement on any day shall receive a minimum days pay based on the ordinary time rate applicable to each employee's classification except for casuals who may receive a minimum of four (4) hours pay per day. Loadout, driver and drover personnel may be offered less than 4 hours work without entitlement to this minimum.
 - (ii) For loadout, driver and drover personnel normal hours of work can be varied up to a maximum of 10 hours per day, and the minimum number of hours worked on any day may be varied based on consumer demand. All time worked in excess of 10 hours on any day 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 (ie exclusive of any allowances, loading or additional payments provided by this agreement). A maximum of 40 hours is worked at ordinary time rate of pay in various combinations over 5 days. Where a fifth day is required and the number of ordinary hours worked has already reached 40 hours for the week, the employees shall be paid at time and a half for the first two and a half hours and double time thereafter based on the ordinary rates of pay. The minimum number of hours worked on any day may be varied.
- (2) Regular Daily Hire 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 4 times their daily classification rate, 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.

4.4 Meal Allowance

A timeworker or piecework employee will be entitled to a meal allowance of \$7 per day where he or she has worked in excess of 9 hours actual paid working time on any one shift. This excludes time taken for any breaks.

4.5 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 and the Superannuation Guarantee Charge Act 1992.

(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.

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 maybe 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

5.3.1 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 stops hands 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 5cm (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.

(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 Allowances

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

5.5 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 this agreement for shift, piece or time workers 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 ordinary time 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 entitled to a 17.5% 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) An employee may agree to receive pay in lieu of taking annual leave by providing notice to the Employer. An employee is not entitled to cash out more than two weeks leave in each 12 month period.

(7) 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.

(8) 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.

(9) 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 personal 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 equal to a minimum days pay for each days leave.

(3) Sick leave shall be accrued pro rata from commencement of permanent employment

to a maximum of 10 days per year. 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.

(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. And call the works by 12.00pm the day before resuming work.

(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 of 2 days or more to be entitled to payment for such absence.

(d) 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

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

6.4.2 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 has 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 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.

6.4.3 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.

6.4.4 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 his or her employer in addition to any sum payable under sub-clause 6.4.3 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 6.4.2 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.

6.4.5 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.

6.4.6 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.

6.4.7 Notwithstanding anything in sub-clause 6.4.1 and 6.4.2 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.

6.4.8 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 8.2 (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.

6.4.9 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.

6.4.10 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 separate periods - but save as aforesaid, Long Service Leave shall be taken in one period.

6.4.11 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.

6.4.12 Where any holidays as provided under Clause 6.5 (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.

6.4.13 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 8.2) (Settlement of Disputes).

6.4.14 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 2.9 (Hours of Work) and Clause 2.11 (Shift Work) of this Agreement calculated at the ordinary time rate of pay, plus the average based on the previous 250 actual days worked by the employee divided by 50 of any additional earnings received by the employee for work performed within the same hours, other than payments specifically excluded by the provisions of part of this Agreement.

(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.

6.4.15 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 transferee) and an employee who at the time of such transaction was an employee of the transmitter in that business becomes an employee of the transferee.

(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 transferee.

6.4.16 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.

6.4.17 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 employed with the employer by whom the employee concerned was last employed before he or she commenced to serve as such a member.

6.4.18 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.

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

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

6.4.21 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.

6.4.22 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 6.7 (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.

6.5 Public Holidays

(1) All employees other than casual employees shall receive payment in accordance with Clause 3 (Pay Rates) 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.

(2) There will be no day in lieu for Anzac Day.

(a) Butchers 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, personal 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.

(3) By agreement with the consultative committee, the employer may allow an earlier starting time where Good Friday, Christmas and New Years Day is the next day.

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 of 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 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 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. 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 time workers and piece-workers the rate prescribed in Clause 3 (Pay Rates) for the classification in which he or she is employed.

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 midday 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. OTHER ARRANGEMENTS

7.1 Employee Meetings

It is deemed to have been a stoppage if any employee meeting continues into working time. Employees shall not be entitled to payment for the period of any such stoppages. The Employer may require employees to work such time beyond the scheduled shift completion time as is necessary to make up any lost time caused by such stoppages, for which the employees will be paid at their ordinary time rate of pay.

7.2 Time and Wages Records

(1) Except where mechanical recording devices are used for the purpose of recording starting and finishing times, an Employer or its representative shall provide a time book or time sheet in which he or she shall cause to be entered each day's starting and finishing times, each day's hours of work of each employee (including overtime if any) and the

wages received each week. Such entries shall in the case of pieceworkers show the number of animals or parts thereof, treated each day by each employee and the wages received each week.

(2) The time book or time sheet or other record kept in compliance with this Clause shall on reasonable notice be produced by the Employer for inspection at the Facility where the employee whose time has been recorded is employed at any reasonable time between 9.00 am and 4.00 pm Monday to Friday inclusive to the employees nominated representative in accordance with the provisions of the Act.

(3) Such production shall not be required unless the employees nominated representative suspects that a breach of this Agreement is being or has been committed, and considers that the inspection is necessary in order to investigate such suspected breach.

(4) The official making an inspection shall be entitled to make a copy of entries in such time book, or time sheet, or other record, relating to the suspected breach.

(5) It shall be a breach of this Agreement if any person knowingly makes, certifies or vouches for a false entry in such time book or time sheet.

(6) Time books, time sheets and other records kept in compliance with this clause shall be kept for at least three years after they have been completed.

8. CONSULTATIVE ARRANGEMENTS

8.1 Employee/Management Consultative Committee

(1) There shall be joint workforce/management Consultative Committee established for each section at the Facility.

(2) The Consultative Committee shall consist of an employee representative from each work area and an equal number of management representatives.

(3) The Consultative Committee shall meet on a regular basis to consider any issue relating to the operation of this Agreement or any other matter which may be raised by the employee representative or the Employer.

8.2 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 the employee representative and the remaining workers of that meeting are to resume without delay.

(4) Failing a settlement of the dispute the employee may notify the union and the works management may notify its employer organisations. The works management, the workers department representatives and representatives of the union, where requested, and the appropriate employer organisation may then 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) In the event of a dispute the matter will be referred to the Commission for determination. The parties agree that they will accept the jurisdiction and decision of the Commission.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1 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.

9.2 Protective Clothing

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

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

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

9.3 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.

9.4 Rest Periods

9.4.1 All employees, except shift employees, shall be allowed a 15 minute rest break between 9.00am and 10.30am and a 15 minute rest break between 3.00pm and 4.00pm, provided that, if mutually agreed, such rest breaks may be varied to a 20 minute period between 9.00am and 10.30am and a 10 minute period between 3.00pm and 4.00pm. In slaughtering sections stickers shall commence their rest break 15 minutes earlier than the team slaughterers.

9.4.2 Shift employees shall be allowed a 15 minute rest break during the first 3 hours of their work period and a further 15 minute rest break during the last 3 hours of their work period.

9.4.3 Pieceworkers shall be permitted to cease work each day for 3 additional periods of 5 minute each at times fixed by the employer after consultation with the affected employees. All of the above rest periods for all types of employees will add to the normal working day.

9.5 Rest Days

9.5.1 All pieceworkers and follow-on labourers will allocate the first five smallstock equivalent units of each day to a 'pool', where they attend work and perform the inherent requirements of a slaughterman or follow-on labourer duties as defined in this agreement, that will be used to provide for a payment when the employee takes a rest day. The units will be valued according to the employee's classification as worked on each day he or she is employed.

9.5.2 A rest day must be taken on a day mutually agreed between the employer and employee. The employee may be required to accumulate up to seven (7) rest days; however each rest day should be taken before the expiration of 12 months from the anniversary date at which such accumulation began.

9.5.3 An amount of units in the 'pool' for each leave day will accumulate over thirteen separate four-week periods during each calendar year. An employee will not allocate any units to this 'pool' when they do not perform the inherent requirements of a slaughterman or follow-on labourer duties as defined in this agreement on a given day. A person will therefore be able to take thirteen rest days per year.

9.5.4 At the end of each four-week period the value of each employees rest day for that given period will be determined based on the previous four-weeks attendance to normal duties as per their classification rate.

- 9.5.5 Timeworkers will allocate the first two (2) hours of ordinary time worked each week towards the 'pool' to be determined and taken in accordance with this clause 9.5. This clause is not intended to extend the number of hours worked at ordinary time rates to in excess of 40 hours in any given week.
- 9.5.6 No units shall be allocated to the pool for pieceworkers or follow-on labourers where a tally of 80 has not been achieved on the day.
- 9.5.7 All units or hours allocated to the piece or timeworkers 'pool' shall be calculated at ordinary rates for low tally or ordinary time rates of pay.
- 9.5.8 The allocation of these units or hours for use as rest days will not increase the employer's minimum payment requirements.
- 9.5.9 This clause does not apply to any person employed on a casual basis.
- 9.5.10 Where the employment of an employee who has become entitled to Rest Days 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 rest day 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 Rest Days.

10. TRAINING

10.1 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.

10.2 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.

10.3 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.

11. SATURDAY WORK: PIECEWORKERS AND FOLLOW-ON LABOURERS

All Saturday work shall be voluntary.

(a) Pay Rates

Mutton Slaughterers

Minimum 60 x \$3.05 per head

Maximum 70 x \$3.05 per head

Mutton Labourers	Minimum 60 x \$2.11 per head
	Maximum 70 x \$2.11 per head
Beef Slaughterman	\$12.53 per head
Beef Labourers	\$ 9.30 per head

(b) Hours of Work Sticking to commence at 6am and cease at 11.20am for maximum tally. Chain to be set at 14 per slaughterman per hour.