

1. THE AGREEMENT

1.1 TITLE

This Agreement will be known as the WAMMCO International (Katanning) AMIEU Processing Agreement (2022)

1.2 APPLICATION OF AGREEMENT

1.2.1 This Agreement has been negotiated between the Western Australian Meat Marketing Co-Operative Ltd trading as WAMMCO International (the employer) and the Australian Meat Industry Employee's Union, South and Western Australian Branch (the Union) representing all employees engaged in the processing of meat and associated products and activities by the Company at its Katanning plant.

1.2.2 This Agreement is binding on the Union and will apply to its officers and members, the employer and the employees of the employer at Katanning who are members (or eligible to be members) of the Union.

1.3 PERIOD OF OPERATION

1.3.1 This Agreement will come into operation on the date contained in the relevant Fair Work Commission's decision advising of the approval of the Agreement in accordance with s.54(1) of the Fair Work Act and shall remain in force for a period of 4 years.

1.4 WAGE INCREASES/ NO EXTRA CLAIMS / ABSORPTION

1.4.1 The base rates of pay as shown in Sub Clause 3.1.1 of this agreement shall be increased by the applicable national minimum wage adjustment percentage to a maximum of 2.5% and shall take effect from the first pay period commencing on or after each 12 month anniversary date of the Agreement commencement date.

1.4.2 It is a condition of this Agreement that the Union, its members, and all persons eligible to be members, bound by this Agreement and the Employer undertake not to pursue any extra claims, other than those provided for in sub-clause 1.4.1 of this Agreement.

1.4.3 Allowable monetary obligations imposed by the Meat Industry Award 2020 shall be absorbed into over award payments contained within this Agreement.

1.5 OBJECTIVES

1.5.1 The parties to this Agreement are committed to:

- continuing a harmonious industrial relations environment through a commitment to consultation and recognition of the role of the Union and employee representation in all aspects of this Agreement.
- increasing the efficiency and productivity of the company to assist its international and domestic competitiveness, and
- working together to increase job security, job satisfaction, training opportunities and access to higher paid jobs and career paths for employees.

1.5.2 In meeting these objectives the parties have agreed to consider a broad agenda through the consultative processes established by this Agreement. This agenda will include:

- continuous review of work and management practices affecting efficiency and job satisfaction at a plant level,
- measures designed to improve plant utilisation and ensure security of employment,
- training issues including a review of all skill requirements, incentives for training, implementation of training programmes and multi-skilling,
- occupational health and safety issues with a view to reducing the number of injuries and illnesses suffered by employees including the provision of appropriate safety equipment, apparel and the development of rehabilitation programmes.

- 1.5.3 Matters relating to significant changes in technology including structure of operations or other exceptional circumstances will be considered by the parties by way of consultation. If, as a result of this consultation, a change to this Agreement is necessary the parties will co-operate to implement those changes. Should the parties fail to reach agreement, the matter will be handled in accordance with the dispute resolution procedure provided for in this Agreement.

1.6 POSTING OF AGREEMENT

It is a condition of this Agreement that the employer will ensure that copies of the Agreement are posted on notice boards accessible to all employees and copies will be made available on request to all employees.

1.7 SINGLE BARGAINING UNIT

- 1.7.1 This Agreement has been negotiated directly between the parties through a consultative process involving officers of the Union, delegates and the employees at the Katanning operation. Senior and site based management directly involved with the processing operations have represented the employer in the consultative process.

- 1.7.2 This Agreement will be a complete document representing the position at the Katanning plant and there will be no reference to any other Agreement, registered or unregistered. Any matter not covered in the Agreement will be discussed by the employer and the employees.

1.8 DEFINITIONS

- 1.8.1 **FWC** shall mean the Fair Work Commission

- 1.8.2 **Company or Employer**

Shall mean The Western Australian Meat Marketing Co-Operative Ltd (Katanning Division)

- 1.8.3 **Redundant**

Shall mean being no longer required by the employer to continue doing a job because, for a reason that is not a usual reason for change in the employer's workforce, the employer has decided that the job will not be done by any person.

- 1.8.4 **Shed Delegate**

Shall mean the recognised Union representative for the plant as a whole.

- 1.8.5 **Shift Work**

Shall mean where the ordinary hours of work, or any part thereof, occur outside the hours 4.00am to 8.00pm Monday to Friday.

- 1.8.6 **Union**

Shall mean the Australian Meat Industry Employee's Union, South and Western Australian Branch.

- 1.8.7 **Union Delegate**

Shall mean the recognised Union representative for a department or section of the plant

- 1.8.8 **Week**

Week shall mean seven consecutive days.

- 1.8.9 **Full Time Employees**

An employee who is engaged to work an average of 38 hours per week.

- 1.8.10 **Nominal Hours**

A scheduled combination of both ordinary and additional hours of work.

2. CONDITIONS OF EMPLOYMENT

2.1 CONTRACT OF EMPLOYMENT

2.1.1 Engagement

Employees shall be employed on either a full time or casual basis in accordance with the terms of this Agreement and shall be informed of their employment status at the time of engagement.

2.1.2 Casual Employees - Special Provisions

Casual employees may be used to cover absent full time employees or to do work that is not done regularly or if done regularly is done for less than a full day or week.

2.1.2.1 Casual employees shall be employed by the hour and will be paid on the basis of one thirty eighth (1/38th) of the ordinary weekly rate for the level in which they are employed for each ordinary hour worked plus a twenty five percent (25%) loading.

2.1.2.2 The twenty five percent (25%) loading is paid in full compensation for the nature of casual employment and in lieu of all paid leave and public holidays. Casual employees are not entitled to paid leave, notice of termination or redundancy pay. However, casual employees are entitled to unpaid leave in accordance with the National Employment Standards (NES).

2.1.2.3 A person engaged as a regular casual employee may request that their employment be converted to full time employment in accordance with the terms and conditions outlined in the Meat Industry Award 2010, as amended, relevant to such a request.

2.1.3 Probationary Period

Employees may, at the employer's discretion, be engaged for an initial probationary period of up to forty-five (45) working days or shifts (excluding periods of absence or imposed personal limitation or restriction) to assess suitability for the position. The time spent as a probationary employee will count as time worked for the purposes of accruing any entitlement under this Agreement and during the probationary period the contract of employment may be terminated by giving notice at the end of the employee's day or shift by either the employee or employer.

2.1.4 Employment and Engagement

Employees shall attend and offer for engagement at a place and time specified by the employer at the starting time on each rostered working day or shift unless notified in advance that on a particular day or days or shift or shifts the employee is not required to attend.

2.1.5 Seniority

All matters relating to employment under this Agreement including engagement, retrenchment, training and promotion will be based upon a number of criteria including competency, merit, work performance, attitude and all else being equal, length of service.

2.1.6 Traineeships

2.1.6.1 Application

(i) Subject to paragraph (ii) hereof, this sub-clause shall apply to persons:

- (a) who are undertaking a Traineeship; and
- (b) who are employed
- (c) whose employment is covered by this agreement.

(ii) At the conclusion of the Traineeship, this sub-clause shall cease to apply to the employment of the Trainee and this Agreement shall apply to the former Trainee whilst their employment continues.

2.1.6.2 Objective

The objective of this sub-clause is to assist in the establishment of a system of training for Trainees which provides approved training in conjunction with employment.

The Traineeship system aims to assist the future employment prospects of Trainees particularly young people and the long term unemployed and is designed to allow Trainees to achieve a credential which is complementary to the National Certificate in Food Processing.

2.1.6.3 Definitions

“Agreement” means this Agreement.

“Competency Based Training” is a way of approaching vocational education and training that placed primary emphasis on what a person can actually do as a result of training (the outcome) and as such represents a shift away from an emphasis on the processes and time involved in training (the inputs).

“Parties to a Traineeship Scheme” means the Employer and the Trainee.

“Recognition of Prior Learning (RPL)” is a process which recognises that knowledge and skills gained through life experience, work experience, including informal and formal training can equal some or all of the minimum training requirements specified within the course of instruction.

“Trainee” means an employee who is bound by a Traineeship Agreement made in accordance with this sub-clause.

“Traineeship Agreement” means an agreement made subject to the terms of this sub-clause between the Employer and the Trainee for a Traineeship and which is registered with the West Australian Training Council or under the provisions of the West Australian Vocational Education Training and Employment Act 1991. A Traineeship Agreement shall be made in accordance with the relevant approved Traineeship Scheme and shall not operate unless this condition is met.

“Traineeship Scheme” means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise. A Traineeship Scheme shall include a standard format that may be used for a Traineeship Agreement by the West Australian Training Council.

2.1.6.4 Training Conditions

- (i) The Trainee shall attend an approved training course or training program prescribed in accordance with the Traineeship Agreement or as notified to the Trainee by the West Australian Training Council.
- (ii) A Traineeship shall not commence until the relevant Traineeship Agreement, made in accordance with a Traineeship Scheme, has been signed by the Employer and the Trainee and lodged for registration with the West Australian Training Council. Provided that if the Traineeship Agreement is not in the standard format a Traineeship shall not commence until the Traineeship Agreement has been registered with the West Australian Training Council. The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in accordance with the Traineeship Agreement and shall ensure that the Trainee receives the appropriate on and off the job training.
- (iii) The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the Traineeship period.
- (iv) The overall training program will be monitored by Officers of the West Australian Training Council. The monitoring and assessment process shall be binding on the employer and shall involve the use of training records or workbooks as required in accordance with the terms of the training Agreement.
- (v) The employer shall not require a Trainee to perform any task unless that person has achieved the level/s of competency to do so.
- (vi) The ratio of registered trainees to existing employees (including those persons engaged as permanent or casuals who may or may not enter into a Traineeship arrangement) shall be determined by the employer after due consideration of the total enterprise training and employment needs. Provided that the ratio of registered Trainees to existing employees shall not exceed 20%.

2.1.6.5 Employment Conditions

- (i) A Trainee shall be engaged as a permanent employee, with the skill level undertaken by the Trainee determining the nominal duration of the Traineeship as follows:

Level 1	6 months
Level 2	12 months
Level 3	24 months

Traineeship arrangements shall be subject to a satisfactory probationary period of up to forty-five (45) working days or shifts (excluding any periods of absence or imposed personal limitation or restriction), which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the West Australian Training Council, the employer and the Trainee, the duration of the Traineeship may be varied and/or reduced in recognition of the level of competence achieved by the Trainee.

- (ii) Stand down shall be in accordance with this Agreement. This shall not prevent the West Australian Training Council in conjunction with the employer developing stand down arrangements pertaining to trainees. Trainees who are supernumerary to the workforce shall not be used in a training capacity to the extent that they replace or disadvantage existing employees.
- (iii) Cancellation of a Traineeship shall be in accordance with the terms outlined in the Traineeship Agreement.
- (iv) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Traineeship Agreement.
- (v) Where the employment of a Trainee by the employer is continued for a period of six (6) weeks after the completion of the Traineeship period, such traineeship period shall be counted as service for the purpose of this Agreement or any other legislative entitlements.
 - (a) The Traineeship Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
 - (b) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of this Agreement.
 - (c) No Trainee shall work shiftwork unless the parties to the Traineeship scheme agree that such shiftwork makes satisfactory provisions for approved training. Such training may cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non shift trainees.
 - (d) The Trainee wage shall be the basis for the calculation of any overtime prescribed by this Agreement, unless otherwise agreed by the parties to a Traineeship Scheme, or unless the Trainee and/or existing employee is on a higher rate or this Agreement makes specific provision for a Trainee to be paid at a higher rate, in which case the higher rate shall apply.
- (vi) All other terms and conditions of this Agreement that are applicable to the Trainee or would be applicable to the Trainee but for this sub-clause, shall apply unless specifically varied by this sub-clause.
- (vii) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.
- (viii) All existing employees are able to participate in traineeship arrangements and will not be displaced from employment as a result of the engagement of new employees with little or no previous relevant experience in the meat industry.

2.1.6.6 Employment of Trainees

Trainees employed with no or little industry experience will not be expected to perform in accordance commercial line speeds. Once a Trainee has been assessed as being competent to perform a specific task, the Trainee may at the discretion of the employer perform that task, and be part of a production team.

2.1.7 Work to be Performed

- 2.1.7.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training and any such direction issued by the employer will be consistent with the employer's responsibility to provide a safe and healthy work environment.
- 2.1.7.2 The employee will perform such work as the employer requires, and will comply with all health, hygiene and safety requirements during the ordinary hours of work and during any additional hours of work if required and all such work must be carried out to the satisfaction of the employer.
- 2.1.7.3 If there is a delay or interruption to work for any reason whatsoever, then at the request of the employer, employees will resume work in time to complete the tasks commenced, avoid any loss of product and to process production originally scheduled for the day. Provided that in such circumstances employees shall not be obligated to work beyond a time which is one (1) hour beyond the expiration of their nominal hours of work on that day or shift.

2.1.8 Payment for Work Performed

- 2.1.8.1 Nothing in this Agreement shall affect the right of the employer to terminate summarily the employment of any employee for malingering, inefficiency, neglect of duty or misconduct, in which case wages shall be paid up to the time of dismissal only.
- 2.1.8.2 Nothing in this agreement shall affect the right of the employer to deduct payment for any day or part of a day upon which any employee cannot be usefully employed because of any form of industrial action, through any breakdown of machinery, loss of essential services, unavailability of suitable raw material for processing or any other cause beyond the employers control provided that, except in the case of industrial action, the employee will not be required to remain at the employers workplace during any period of non payment.
- 2.1.8.3 In the event of a breakdown or other circumstances beyond the control of the employer the immediate supervisor of the affected department shall inform the affected workers as to whether there is alternative work available or not. Should an employee not attend or not perform duties as directed by his/her immediate supervisor, (except where otherwise expressly provided for in this agreement), they shall lose pay for the actual time of such non-attendance or non-performance.

2.1.9 Calculation of Continuous Service

- 2.1.9.1 In the case of unpaid absences (including absences for the purpose of receiving workers compensation benefits) continuity of service shall not be broken unless and until the services of the employee are formerly terminated during the absence. However, during such unpaid period of absence no entitlements under this Agreement shall accrue and the unpaid period of absence shall not be taken into account when calculating such entitlements.
- 2.1.9.2 Continuity of service will exist in any case where the employer terminates the employee solely to avoid obligations under this Agreement.

2.1.10 Termination of Employment

2.1.10.1 Notice of Termination by Employer

- a) In order to terminate employment of an employee (other than a casual or probationary employee), the employer shall give to the employee the following minimum periods of notice:-

<u>Period of Completed Continuous Service</u>	<u>Period of Notice</u>
Not more than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- b) In addition to the notice specified in sub paragraph (a), if the employee is over forty-five (45) years of age at the time of the giving of the notice, the employee shall be entitled to an additional week's notice.

- c) Notice prescribed in this sub clause may be given at any time during the week but if given at any time during the employee's rostered working hours shall apply from the rostered finishing time for the day.
- d) Payment may be made (either partially or totally) in lieu of notice but any such payment shall be at the ordinary time rate for the classification in which the employee was employed in accordance with sub-clause 3.1 at the time notice of termination was given.
- e) If payment is made partially or totally in lieu of notice the period of notice shall be calculated from the actual time the notice was given.
- f) In cases where termination of employment is only temporary because of slackness of trade (e.g. seasonal closures) one week's notice or pay in lieu thereof shall be required.
- g) Nothing shall prevent the employer exercising its rights under sub-clauses 2.1.7.1, 2.1.7.2 or 2.1.10.4 of this agreement during any period of notice.

2.1.10.2 Notice of Termination by Full Time Employee

- a) The notice of termination required to be given by a full time employee will be the same requirements as contained in sub clause 2.1.10.1(a) provided that if it is given during the employee's rostered ordinary working hours it shall apply from the rostered finishing time for that day or shift.
- b) If the employee fails to give the required notice, or having given such notice leaves before the notice expires, the employee shall have an amount equivalent to the amount of notice unserved deducted from any outstanding monies owed to the employee on termination.

2.1.10.3 Casual Employees - Required Notice

The required period of notice in respect to a casual employee will be one hour. If the required period is not given, one hour's wages will be paid by the employer or forfeited by the employee.

2.1.10.4 Notice May Be Waived

By agreement between the employer and the employee any notice period or part thereof prescribed in this sub-clause may be shortened or waived.

2.1.10.5 Instant Dismissal

Any period of notice prescribed in this sub-clause shall not apply in the case of dismissal for misconduct that justifies instant dismissal.

2.1.10.6 Abandonment of Employment

In the event that any employee is absent for more than three (3) consecutive working days without notifying the employer, and following reasonable attempts by the employer to contact the employee, they may be considered to have abandoned their employment and their services may be terminated by the employer.

2.1.11 Suspension

Notwithstanding the provisions of this sub-clause the employer may suspend any employee without pay for a maximum of fifteen (15) ordinary working days for any misdemeanour which would otherwise warrant dismissal.

2.1.12 Medical

Employees must submit to and pass any medical examination required to maintain the employers export status and any expenses associated with such examination, will be met by the employer. Employees will be reimbursed for costs associated with pre-employment medicals following the completion of three months of satisfactory service.

2.1.13 Q Fever Vaccination

It is a condition of employment that employees agree to undergo testing and if necessary vaccination against Q fever. The employer will pay for all associated medical expenses relating to the procedure.

2.1.14 Drug and Alcohol Testing

The employer reserves the right to test employees for drugs and alcohol in accordance with Appendix 2 “Drug and Alcohol Policy” or on a “for cause” basis where the employer has reasonable grounds to suspect drug abuse may exist.

The parties agree to the introduction of drug and alcohol testing equipment to be used in accordance with the prescribed method as contained in Appendix 2. “Drug and Alcohol Policy”. Where an employee tests positive to drugs or alcohol intoxication further action will be taken in accordance with the agreed protocol.

2.2 HOURS OF WORK

2.2.1 Full Time Employees

2.2.1.1 The maximum ordinary weekly hours for full time employees shall be thirty eight (38)

2.2.1.2 The ordinary hours of work for full time employees shall be rostered Monday to Friday between the hours of 4.00am and 8.00pm excepting cleaners who may be employed on ordinary hours between 6:30am and midnight.

2.2.1.3 The ordinary hours of work shall not exceed ten (10) hours per day or shift Monday to Friday.

2.2.2 Casual Employees

2.2.2.1 The maximum ordinary weekly hours for a casual employee shall be thirty eight (38)

2.2.2.2 The ordinary hours of work for casual workers may be rostered on any or all of the days of the week at any time.

2.2.2.3 The minimum and maximum ordinary hours of work for a casual employee shall be as follows:

- * Daily minimum – four (4) ordinary hours
- * Weekly maximum – thirty eight (38) ordinary hours

2.2.3 Alterations to starting and finishing

Starting and finishing times of the rostered ordinary hours of work may be set and/or altered either by agreement with the majority of employees in the plant or department or section whose employment is covered under the terms of this Agreement, or if no agreement is forthcoming, by the employer with a minimum of one (1) week’s notice.

2.2.4 Work to be Consecutive

With the exception of meal breaks and rest breaks, the ordinary hours of work shall be consecutive.

2.2.5 Employees are required to be “on the job” ready to commence work at the nominated commencement time of nominal hours and to remain “on the job” (with the exception of approved breaks) until the nominated finishing time. Wash up, cleaning, sharpening and maintaining equipment, showering and changing will be during relief or meal breaks or in the employee’s own time.

2.3 ADDITIONAL HOURS

2.3.1 Except as provided for in sub clause 2.3.6, all time worked in excess of, or outside of, the employee’s rostered ordinary hours of work shall be paid the overtime rates of pay prescribed in sub-clause 3.1 of this Agreement.

2.3.2 Other loadings (eg. shift loading) shall not apply during additional hour’s surplus to ordinary hours.

- 2.3.3 An employee may be recalled to work for emergent reasons for non production work after completing nominal hours and in such circumstances shall be paid for a minimum of two (2) hours at the overtime rates of pay prescribed in sub-clause 3.1 of this Agreement.
- 2.3.4 Unless prior exemption is granted employees agree to work the following mandatory overtime contained in sub clause 2.3.4.1 and accept that the required additional hours contained in sub clause 2.3.4.1 are reasonable.
- 2.3.4.1 Up to five (5) additional hours per week worked one (1) hour per day Monday to Friday (inclusive) on a non-cumulative basis in excess of ordinary hours, and
- Up to 12 mandatory Saturday production periods per annum worked to a maximum of 6 hours on each occasion scheduled at the employers discretion provided one weeks' notice is given to employees in advance.
- 2.3.5 Except as provided in sub-clause 2.3.4 all overtime shall be worked on a voluntary basis.
- 2.3.6 Both voluntary weekend production-based overtime worked in excess of the Saturday production periods referred to in clause 2.3.4.1 and mandatory Saturday overtime worked beyond the first three (3) hours shall be paid at double time.

2.5 REDUNDANCY

- 2.5.1 Where an employee's position is redundant the employer will consult with the employee concerned immediately a decision is made:
- a) With respect to the likely effect on the employee;
 - b) To ensure continuity of employment wherever possible
- 2.5.2 In addition to the period of notice prescribed for ordinary termination in sub-clause 2.1.10 Termination of Employment. A permanent employee, whose employment is terminated for reasons set out in sub-clause 2.5 Redundancy of this Agreement, shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay
1 year or less	Nil
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years but less than 5 years	8 weeks pay
At least 5 years but less than 6 years	10 weeks pay
At least 6 years but less than 7 years	11 weeks pay
At Least 7 years but less than 8 years	13 weeks pay
At least 8 years but less than 9 years	14 weeks pay
At least 9 years but less than 10 years	16 weeks pay
At least 10 years	12 weeks pay

"Weeks Pay" means the ordinary base classification rate for the employee concerned set out in sub-clause 3.1, provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the Company had proceeded to the employee's normal retirement date.

2.5.3 Interview Leave

If an employee has been informed that they are to be made redundant, they will receive eight (8) hours paid leave to seek other employment during any period of notice which has been given by the employer and is being worked out by the employee. The eight (8) hours leave need not be consecutive.

2.5.4 Transfer to lower paid jobs

If an employee is transferred to a lower level for reasons set out in paragraph 2.5.1 hereof, the employee shall be entitled to the same period of notice of transfer as would have applied should the

employment been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the employee's former classification rate and the new lower classification rate for the number of weeks of notice still owing.

2.5.5 Alternative Employment

The provisions of this sub-clause shall not apply where the employer arranges acceptable alternative employment for an employee who would have otherwise been terminated due to redundancy.

2.6 PAYMENT OF WAGES

2.6.1 Wages will be paid by electronic funds transfer, by deposit of those wages into the employee's nominated bank account (or other similar account to be nominated by the employee) by 10 am. on each Friday in respect to the previous weeks earnings.

2.6.2 On each pay day each employee will receive a statement on a pay envelope or pay slip showing the total amount of ordinary wages, overtime, allowances and all deductions made there from.

2.7 MEAL BREAKS

2.7.1 Employees shall be allowed a period of between thirty (30) minutes and sixty (60) minutes for a meal break on each day or shift and such time shall not be counted as part of the scheduled hours of work.

2.7.2 The time and duration of meal breaks shall be fixed by the employer so as to suit the operational requirements of the plant provided that the meal break must commence no later than six (6) hours after the employees ordinary commencing time and shall not, except as outlined in sub-clause 2.7.4, be altered unless twenty four (24) hours notice is given to the employee.

2.7.3 If the employee is called upon to work during a scheduled meal interval the employee shall be paid as overtime at the appropriate rate for the period so employed and such payment shall continue until a meal break is allowed provided that any such period shall constitute ordinary hours of work.

2.7.4 The employer may direct that any meal break be brought forward or delayed by up to sixty (60) minutes providing the circumstances are beyond the control of the employer.

2.8 RELIEF BREAKS

2.8.1 Employees shall be entitled to unpaid relief breaks calculated at the rate of five (5) minutes for each continuous completed ordinary hour worked. The times of taking and the duration of each break shall be established by the employer and must be compatible with operational requirements.

2.8.2 The employer may direct that any relief break prescribed by this clause be brought forward or delayed by up to sixty (60) minutes in the event of a mechanical breakdown or where the circumstances are beyond the control of the employer.

2.9 SHIFT WORK

2.9.1 Shifts may be introduced by the employer following consultation with the employees concerned.

2.9.2 Hours of Work

The maximum ordinary hours of work of employees engaged on shift work shall be thirty eight (38).

2.9.2.1 The ordinary hours of work of employees engaged on shift work shall not be less than 22.8 hours or exceed thirty eight (38) hours per week with a daily minimum of 7.6 and a daily maximum of ten (10) hours.

2.9.2.2 Subject to sub-clause 2.9.1 shift work may be rostered on up to five (5) consecutive days, any day of the week.

2.9.3 Loading

- 2.9.3.1 An afternoon shift worker will be paid 115% of the relevant base hourly rate for all ordinary hours worked on afternoon shift. For the purposes of this sub clause an afternoon shift is defined as any shift commencing at or after 2:00pm and finishing at or before midnight.
- 2.9.3.2 A night shift worker will be paid 125% of the relevant base hourly rate for all ordinary hours worked on night shift. For the purposes of this sub clause a night shift is defined as any shift finishing after midnight and at or before 9:00am.
- 2.9.3.3 A fixed night shift worker will be paid 130% of the relevant base hourly rate for all ordinary hours worked on a fixed night shift. For the purposes of this sub clause, a fixed night shift is defined as any fixed shift finishing after midnight and at or before 9:00am.
- 2.9.3.4 Unless expressly provided as otherwise by this Agreement shift workers shall be entitled to the same benefits and conditions as other employees covered by this Agreement.

2.10 REQUIREMENT TO WORK SHIFT WORK

The employer shall advise employees upon employment of any requirement to work shift work. Employees shall not be transferred to or from shift work other than by agreement or in accordance with the Consultative Term contained within this Agreement.

2.11 EMPLOYEES FACILITIES

The employer will provide the following facilities for employees:

- 2.11.1 Boiling water in sufficient quantities to make an adequate supply of hot drinks for employees.
- 2.11.2 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.
- 2.11.3 Adequate supplies of cool drinking water.
- 2.11.4 Adequate supplies of soap and sterile drying equipment in all washrooms.
- 2.11.5 Heating facilities for employee meals and a refrigerator in each lunchroom.

3. CLASSIFICATION AND RATES OF PAY

3.1 WAGE RATES

- 3.1.1 The following shall be the ordinary rates of pay for each level of employee based on a thirty eight (38) hour divisor:

EMPLOYEES LEVEL	Ordinary Hourly Time Rates			OVERTIME HOURLY RATE	ATTENDANCE BONUS
	Full Time Employee Weekly Base Rate \$/week	Full Time Employee or Shiftworker Hourly Base Rate \$/hour	Casual Employee Hourly Rate \$/hour	1.5 x Base Rate \$/hour	Sub clause 3.1.2 38 hours \$/Week
Meat Industry Level 1	\$836.20	\$22.0053	\$27.5066	\$33.0079	\$50.00
Meat Industry Level 2	\$871.70	\$22.9395	\$28.6745	\$34.4092	\$60.00
Meat Industry Level 3	\$882.20	\$23.2158	\$29.0197	\$34.8237	\$75.00
Meat Industry Level 4	\$892.90	\$23.4974	\$29.3718	\$35.2461	\$90.00
Meat Industry Level 5	\$928.40	\$24.4316	\$30.5395	\$36.6474	\$125.00
Meat Industry Level 6	\$967.90	\$25.4711	\$31.8389	\$38.2066	\$140.00
Junior-U/17yrs (60% MI2)	\$523.00	\$13.7632	\$17.2039	\$20.6447	N/A
Junior-17/18yrs (75%MI2)	\$653.80	\$17.2053	\$21.5066	\$25.8079	N/A
Trainee-Level 1 (60% MI2)	\$523.00	\$13.7632	N/A	\$20.6447	N/A
Trainee-Level 2 (75% MI2)	\$653.80	\$17.2053	N/A	\$25.8079	N/A
Trainee-Level 3 (90% MI2)	\$784.50	\$20.6447	N/A	\$30.9671	N/A

Notes:

- (1) Where a junior possesses the required level of skill and can carry out the full range of tasks appropriate to Meat Industry Level 2 or above they shall be classified at that level and paid accordingly.

- (2) The employer may appoint the employee to a higher or lower level at any time.
- (3) The above base rates shall be used as the basis for calculation of all entitlements under this agreement unless specified otherwise elsewhere in the agreement.
- (4) The ordinary weekly base rates are the minimum pay levels a permanent employee must receive subject to sub clauses 2.1.6, 2.1.8, 2.1.10, 2.1.11, 5.2.9, 5.5 and/or 5.6 whereupon the reduction in the minimum outlined above shall be commensurate with the duration of the stand down, deduction of payment, non performance of work, period of unpaid leave and/ or suspension.

3.1.2 Graded employees will be entitled to an attendance bonus for each completed day or shift physically worked calculated by dividing the weekly bonus rate set out in sub clause 3.1.1 by thirty eight (38) and multiplying the resultant hourly rate by the number of ordinary hours worked on the day or shift. The attendance bonus shall not be all purpose and shall not be used in calculating any other entitlement associated with this Agreement.

3.2 GRADING OF EMPLOYEES

3.2.1 The classification structure set out below is designed to provide employees with a clear career path, promote multi-skilling and to remove and prevent any demarcation barriers.

3.2.2 The structure is based upon the principle that each employee is graded at a particular level having regard to their skill, competency, experience, and qualifications, not the tasks they may be actually performing on any day or shift. Consequently the employee may be required to perform any tasks within their skill and competency but shall be paid the ordinary level rate of pay appropriate to their classification level, regardless of the work they actually perform.

3.2.3 The approval discretion for the employee's grading level shall be with the Plant Manager following additional considerations of attendance, behaviour and attitude. New employees with no meat industry experience will commence at Meat industry level 1 unless approved otherwise by the employer and having regard for previous meat industry experience.

3.2.4 Employees will be notified of their initial grade at the time of appointment. Prior skills will be recognised to the extent of the skills appropriate to the position being filled. The rate applicable to the appointed classification shall commence from the first pay period following the decision.

3.2.5 The employer may transfer an employee to a lower grade if their attendance or attitude deteriorates or they cease to hold the skill, competency, experience or qualification required for the grade to which they have been appointed.

3.2.6 The employer will take all practical steps to ensure employees wishing to advance their grade will be given all reasonable opportunity to upgrade their skills within a reasonable time frame. Upskilling priority will also consider behaviour and attendance in the selection process.

3.3 CLASSIFICATION STRUCTURE

3.3.1 MEAT INDUSTRY LEVEL 1.

This is entry level (except for juniors and trainees) and would usually apply to employees with no meat industry experience.

Duties would normally include performing routine manual work.

Works under direct supervision

Undertakes training as required.

The employee remains at this level until able to demonstrate their ability to perform the necessary skills for promotion to Level 2.

3.3.2 MEAT INDUSTRY LEVEL 2.

Upgrade of Level 1. An employee at this level will be capable of performing the following indicative tasks;

Indicative duties may include:

Labourers involved in skin processing, chiller and freezer room hands, labourers associated with boning and slicing activities, Labourers associated with by-product activities, bagging carcasses, wrapping, weighing, pricing, packing and packaging meat, separating, handling and packing offal,

yardperson, stockperson, cleaners, whizzard knife operator, tasks directly connected to the slaughter floor, tasks indirectly connected to the slaughter floor such as cleaning tripe and casings.

3.3.3 MEAT INDUSTRY LEVEL 3

Upgrade of Level 2. An employee at this level will be capable of performing tasks contained within Level 2 under limited supervision but would possess a minimum of 2 years of meat industry experience.

Indicative duties may also include:

Chine boning, 8600 rotary vacuum, autowrap and roboloader machine operators; freezer hands with full daisy system competency.

3.3.4 MEAT INDUSTRY LEVEL 4.

An employee at this level would be capable of performing the following indicative tasks under limited supervision;

Indicative duties may include:

Trimmer, Using knives for cleaning or preparing meat immediately prior to packing, Driver of a motor vehicle not exceeding 6 tonne carrying capacity, daisy station operator, level 5 roles in training, stockperson receiving stock, stores administrative assistant.

3.3.5 MEAT INDUSTRY LEVEL 5.

An employee at this level would be capable of performing the following indicative tasks without supervision;

Indicative duties may include:

Bandsaw operator (full break up), slaughtering combinations of skinning, flanking, eviscerating and stun, shackle and operate restrainer, retain rail operator, boning (all tasks), operator of rendering machinery, driver of a motor vehicle exceeding 6 tonne carrying capacity, fully accredited quality assurance officer, carcass grader, skin classer, leading hands leading less than 30 employees, primary care officer.

3.3.6 MEAT INDUSTRY LEVEL 6

An employee at this level would be capable of performing the following indicative tasks without supervision:

Indicative duties may include:

Registered halal sticker, DAWE authorised officers, leading hands leading greater than 30 employees.

3.3.7 Employees who have acquired meat industry classification levels 3 – 6 may be required to assist in providing training to co-workers upon the employer's request.

4 ADDITIONAL PAYMENTS

4.1 OCCUPATIONAL SUPERANNUATION

4.1.1 Subject to the provisions of the Agreement, contributions to occupational superannuation shall be made in accordance with the Superannuation Guarantee and Administration Act.

4.1.2 Salary Sacrifice

Employees may specify that a set weekly amount be paid as additional employee contributions to superannuation on a salary sacrifice basis in lieu of wages to the extent of the specified amount, provided that if the employee does so choose, the amount of salary sacrifice shall not be taken into account when calculating any other benefit or entitlement under this agreement.

4.2 MEAL ALLOWANCE

Unless notified of a request to work overtime on the working day prior or earlier an employee if

required on any day or shift to work overtime for more than ninety (90) minutes directly after the rostered ceasing time of nominal hours on that day or shift will be paid a \$15.59 meal allowance in addition to any overtime payment to which the employee may be entitled and such meal allowance shall not be taken into account when calculating any other entitlement under this agreement.

4.3 TOOLS OF TRADE

4.3.1 Grindstones

The employer will provide a suitable device for the securing of sharpening stones free of cost where the employees are required to use knives in the course of their duties.

- 4.3.2. Employees shall supply their own knives. Necessary pouches and steels will be provided by the employer and will only be replaced upon presentation, once unserviceable, having regard to age and fair wear and tear. Tools of trade issued by the employer shall remain the property of the employer and shall be returned to the employer when required. If it is not so returned or is returned in an unworkable or damaged state (providing due consideration is given to age and fair wear and tear) the employer shall be entitled to deduct the replacement cost from any monies owing to the employee.

4.4 ADDITIONAL PREMIUM PAYMENTS

- 4.4.1 The employer may elect to pay employees a premium payment that is in addition to the base rates of pay and attendance bonus contained in sub clause 3.1.1 of this Agreement. Upon qualification, additional premium payments will not replace the base rates of pay or attendance bonus and will not be taken into account when calculating any other entitlements.
- 4.4.2 An additional premium payment system may apply to the whole workplace covered by this Agreement or a section or sections of the workplace or specified employees within the workplace.
- 4.4.3 The terms and conditions of any additional premium payment system will be;
- fully explained by the employer to all employees who may have the potential to access such a payment prior to its implementation.
 - committed to writing by the employer in a form that enables the operation of the system to be readily understood and allows employees to monitor relative entitlements; and
 - made available by the employer in written form to all employees who have the potential to access the additional payment.
- 4.4.4 Once implemented, additional premium payment systems may only be modified by agreement between the employer and the majority of employees who have the potential to access the additional premium payment.
- 4.4.5 The employer may elect to terminate any such additional premium payment systems upon providing not less than one weeks' notice of their intention to do so.

5. LEAVE PROVISIONS

5.1 ANNUAL LEAVE

5.1.1 Period of Leave

Except as hereinafter provided an employee (other than a casual) will be entitled to annual leave accrued at a rate of .07693 hours leave for each completed ordinary hour of work or during each hour of paid leave up to a maximum of 152 hours in a twelve-month period. Notwithstanding the above, seven-day shift workers who are regularly rostered to work on Sundays and Public holidays will be entitled to annual leave accrued at a rate of .09615 hours leave for each completed ordinary hour of work or during each hour of paid leave up to a maximum of 190 hours in a twelve-month period. Unless emergent circumstances exist, annual leave will be taken during periods of annual plant shutdown.

5.1.2 Public Holiday during Period of Leave

If any public holiday as outlined in sub clause 5.4.1 falls within an employee's period of annual leave and is observed on a day which would have been a rostered working day for the employee,

the rostered ordinary hours the employee would normally have worked on that day or shift will be added to the period of annual leave.

5.1.3 Leave may be taken in shorter periods

Leave is to be taken consecutively except where any individual employee and the employer agree annual leave may be taken in periods of less than four (4) consecutive weeks.

5.1.4 Termination of Employment & Leave

If, after one month's continuous service in any annual qualifying period, an employee lawfully leaves their employment or that employment is terminated by the employer the employee will be paid outstanding annual leave and/or pro-rata annual leave calculated in accordance with sub-clause 5.1.1.

5.1.5 Notice

At least fourteen (14) days notice shall be given by the employer of the requirement to take annual leave, provided this notice may be waived by mutual agreement.

5.1.6 Payment whilst on Annual Leave

Whilst on Annual Leave the employee shall be paid for each hour of annual leave the base ordinary hourly rate of pay for the classification in which the employee is employed in accordance with sub-clause 3.1 of this Agreement.

5.1.7 Annual leave loading has been included in the base wage rates contained in clause 3.1 of this Agreement.

5.1.8 FORGOING AN ANNUAL LEAVE ENTITLEMENT

An employee shall be entitled to forgo an entitlement to take an amount of annual leave credited to the employee by the employer provided:

- (i) The employee gives the employer a written election to forgo the amount of annual leave, and
- (ii) The employer authorises the employee to forgo the amount of annual leave

In this circumstance the employee will receive payment in lieu of the amount of annual leave at the relevant ordinary hourly rate at the time the election was made.

However, paid annual leave must not be cashed out if the cashing out would result in the employees remaining accrued entitlement to paid annual leave being less than four weeks.

5.2 PERSONAL / CARERS LEAVE

5.2.1 Entitlement & Accrual

An employee (other than a casual) shall be entitled to paid Personal / Carers Leave for each completed year of continuous service to be accrued at the rate of .03846 hours of Personal / Carers Leave for every ordinary hour worked and/or every hour of paid leave granted and taken. Subject to sub-clause 5.2.8, accrual of personal / carers leave shall continue to accrue from the commencement date of employment and include all service up until the date of termination with the Company.

5.2.2 Notification

5.2.2.1 As soon as reasonably practicable, an employee must give the employer notice that the employee is (or will be) absent from his or her employment during the period because of a personal illness or injury

5.2.3 Proof of Illness

Employees absent through illness or injury (other than absences for which Workers Compensation benefits are paid) shall be able to access paid leave from entitlements accrued in accordance with

sub clause 5.2.1 above provided the following requirements are met:

- * Any absence shall not be paid for, unless validated by a medical certificate. However, a Statutory Declaration will serve as validation in circumstances where access to a medical practitioner is unobtainable.

5.2.4 Payment for Personal/Carers Leave

Subject to sub-clause 5.2.8 Pay Out of Personal / Carers Leave, Personal/Carers leave actually taken shall be paid for using the relevant ordinary hourly rate of pay for the classification level which the employee is employed as per sub-clause 3.1 of this Agreement.

5.2.5 Sickness During Annual Leave

If the employee becomes ill or is injured whilst on annual leave the employee may apply and be granted personal / carers leave in lieu of Annual Leave providing that the application is made within the first three (3) days of the return from Annual Leave and the application is supported by a medical certificate.

5.2.6 Effect Upon Workers Compensation

The provisions of this sub-clause do not apply if the employee is absent from work and entitled to payment of Workers Compensation benefits in lieu of wages. This sub-clause will apply during periods when the employee is engaged on alternative duties via a rehabilitation program.

5.2.7 Carers Leave

- 5.2.7.1 An employee (other than a casual) with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub clause, any Personal /Carers Leave entitlement for absences to provide care and support for such persons when they are ill, injured or face an unexpected emergency.

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

The entitlement to use Personal / Carers Leave in accordance with this sub-clause is subject to:

- * The requirement of the employee to provide care and support to a member of the employees immediate family, or a member of the employees household, who requires care and support because of;
 - (a) a personal illness, or personal injury affecting the member; or
 - (b) an unexpected emergency affecting the member.

5.2.7.2 Notice Requirements

The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

5.2.8 Pay Out of Personal / Carers Leave

- 5.2.8.1. Subject to an employee maintaining the protected amount of Personal /Carers leave as defined in the Fair Work Act 2009, as amended, an employee shall be entitled to forgo an entitlement to take any or all of the amount of paid Personal / Carers leave to the employee by the employer provided:

- (i) The employee gives the employer a written election to forgo the amount of Personal / Carers Leave, and
- (ii) The employer authorises the employee to forgo the amount of Personal / Carers Leave

In this circumstance the employee will receive payment in lieu of the amount of Personal / Carers leave at the relevant ordinary hourly rate at the time the election was made.

- 5.2.8.2. Where an employee is terminated by the employer through no fault of the employee, or lawfully leaves his or her employment of the employer, he or she will be entitled to any Personal / Carers Leave which stood to the employees' credit at the time of termination of the employee's service.

5.2.9 Unpaid Carers Leave

- 5.2.9.1. Employees are entitled to a period of up to 2 days unpaid carers leave for each permissible occasion when a member of their immediate family, or their household, required care and support, during such a period. Because of

- (a) A personal illness or injury to the members; or
- (b) an unexpected emergency affecting the member

- 5.2.9.2 An employee's entitlement to unpaid Carers Leave is subject to compliance with the relevant notice and documentation requirements as defined in the Fair Work Act, 2009 as amended.

- 5.2.9.3 Unpaid leave available pursuant to this sub clause shall only be taken where Personal / Carers Leave entitlements have been exhausted.

5.3 Compassionate Leave

- 5.3.1 Employees shall be entitled to a maximum of two (2) days paid leave on each permissible occasion without loss of ordinary pay for the purpose of spending time with a person who:

- (a) (i) Is a member of the employees immediate family or a member of the employee's household; and
- (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
- (b) after the death of a member of the employee's immediate family or a member of the employees household

- 5.3.2 However, the employee is entitled to compassionate leave only if the employee gives his or her employer any evidence that the employer reasonably required as proof of the illness, injury, or death.

5.4 PUBLIC HOLIDAYS

- 5.4.1 For the purposes of this agreement the following days (or the days observed in lieu thereof) will be regarded as and allowed as public holidays namely;

- a) New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Christmas Day, Boxing Day, Queen's Birthday, Labour Day, Foundation Day, and
- b) where any other day is proclaimed as a public holiday in Western Australia.

- 5.4.2 When any of the days mentioned in sub clause 5.4.1 of this sub-clause falls on a Saturday or a Sunday and a substitute public holiday is proclaimed, the holiday will be observed on the substitute day. In such case the substituted day will be a holiday without deduction of ordinary pay and the day for which it is substituted will not be a public holiday.

- 5.4.3 The provisions of this sub-clause will not apply to casual employees or if the employee would not normally have worked rostered ordinary hours on the day on which the public holiday or substituted day falls.

- 5.4.4 Payment for public holidays shall be without loss of ordinary pay.

- 5.4.5 In addition to any payment due to an employee under sub-clause 5.4.4 all work actually performed on a Public Holiday shall be paid for at the relevant overtime hourly rates as contained in sub-clause 3.1.

5.5 Unpaid Family and Domestic Violence Leave

All employees (including casuals) shall be entitled to unpaid family and domestic violence leave in accordance with the National Employment Standards (NES).

5.6 SPECIAL LEAVE

5.6.1 In circumstances where genuine need and/or hardship arises an employee (other than a casual) will be entitled to request special leave from the employer. Special leave shall be without pay and will only be granted if adequate arrangements at no additional cost can be made by management to cover the employee's absence.

5.6.2 Where such leave is granted the following conditions shall apply:-

- The leave will be unpaid
- All entitlements will be frozen and no further entitlements shall accrue during the period of leave.
- Public holidays falling during the period of leave will not be paid.

5.7 COMMUNITY SERVICE LEAVE

An employee who engages in a community service activity as prescribed in the National Employment Standards (such as Jury Duty or Volunteer Emergency Services) will be entitled to approved leave for;

- The period of time they are engaged in the activity
- Reasonable travelling time associated with the activity, and
- Reasonable rest time immediately following the activity.

If agreed by the employer upon request from the employee in writing, unpaid leave for the purpose of Volunteer Emergency Service can be paid from accrued paid leave entitlement.

A Volunteer Emergency Service includes; Fire Fighting, Ambulance, Civil Defence or Rescue Service. An eligible member must be a voluntary member of the service and provide evidence that would satisfy a reasonable person of their engagement in emergency activities.

In the case of Jury Duty, an employee, (other than a casual), is entitled to paid leave for the initial ten days of such service providing satisfactory proof is furnished to the employer. Payment in these circumstances shall be the difference between what the court pays and the ordinary hourly rate earned had the employee been at work.

5.8 LONG SERVICE LEAVE

The provisions of the Western Australian Long Service Leave Act 1958 (WA) and relevant orders of the Fair Work Commission shall apply in respect to employee entitlements to Long Service Leave.

Long Service Leave will be paid for at the ordinary base rates prescribed in clause 3.1 of this Agreement.

5.9 PARENTAL LEAVE/ MATERNITY LEAVE

Parental Leave and Maternity Leave shall apply to all staff in accordance with the relevant provisions of the Fair Work Act, 2009, as amended.

6. RESOLVING ISSUES

6.1 Dispute Resolution Procedure

6.1.1. Objective of Procedure

6.1.1.1 To establish clear and swift guidelines for the resolution, in an amicable way of all matters of dispute or matters likely to cause a dispute between employees and management.

6.1.1.2 To avoid industrial action of any kind.

6.1.2 Definition

"Grievance" for the purpose of this policy shall mean any issue which is in the view of any employee a matter which is causing or is likely to cause dissension, disruption, disagreement or a

breakdown in relationships between employees and management, including any questions, disputes or difficulties arising under the industrial agreement. The term includes any matter at plant, company and / or meat industry level that is capable of causing disruption to operations.

6.1.3 Representatives

An employee or management involved in a dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

6.1.4. Procedures

In the event of a difficulty or question arising out of this Agreement relating to one or more employees the following procedures shall apply:

6.1.4.1. Level 1

Any employee/s who has any grievance shall immediately bring the issue to the attention of the relevant supervisor or his or her nominated representatives who will attempt to resolve the matter by discussion.

6.1.4.2. Level 2

If the matter cannot be resolved at Level 1 it shall immediately be referred to the Production manager or in their absence their nominated representative who will attempt to resolve the matter with the employee/s concerned.

6.1.4.3 Level 3

If the matter cannot be resolved at Level 2 it shall, be referred to the Plant Manager

6.1.4.4. Level 4

If the matter cannot be resolved at Level 3 it shall be referred to the Chief Executive Officer.

6.1.4.5 Level 5

If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission for resolution.

On a dispute being notified to it, the FWC may exercise such powers and functions as the employees, Management or their chosen representative involved in the dispute agree are appropriate at the time.

It is a term of this Agreement that while the Dispute Resolution Procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

6.1.4.6 A procedural form to follow in accordance with this procedure is contained in Appendix 1 to this Agreement.

7 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

7.1 The employer shall where necessary and relevant provide employees with all protective clothing and equipment required.

7.2 Employees must at all times wear or use the appropriate safety clothing or equipment as required to carry out the specific task.

7.3 Where any clothing is provided by the employer it shall remain the property of the employer, and the employee shall take responsible care of such clothing.

7.4 The employee must prior to commencing work collect clean clothing from the laundry and return it following completion of work.

- 7.5 The employee shall clean and maintain personal protective equipment and tools when, and to a standard required by the employer, outside of rostered nominal hours of work.
- 7.6 The employee is responsible for the care and safekeeping of all clothing and equipment issued and shall return each article to the employer on request or on cessation of employment in good order and condition. In default, the employer may deduct from monies owing, an amount equal to its replacement value, having regard to normal fair wear and tear.
- 7.7 The employee will not remove the employers clothing or equipment from the site and the employer will provide a secure area for the safe keeping of the clothing and equipment issued to the employee
- 7.8 The Company shall provide protective footwear relevant to the safety requirements and general working conditions and such footwear will be replaced on a fair wear and tear basis. The type of boot supplied shall be determined by the Plant Manager after considering recommendations from the Occupational Health and Safety Committee.

8.0 Notice Boards

The employer will erect noticeboards in lunchrooms for the purpose of posting employment related notices and information.

9 EMPLOYEE CONSULTATIVE ARRANGEMENTS

9.1 CONSULTATION TERM

9.1.1 This term applies if:

- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and
- (b) the change is likely to have significant effect on employees of the enterprise.

9.1.2 The employer will notify the relevant employees of the decision to introduce the major change.

9.1.3 The relevant employees may appoint a representative for the purposes of the procedures in this term, if;

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of the consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

9.1.4 As soon as practicable after making its decision, the employer must:

- (a) Discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) For the purposes of the discussion – provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to effect the employees.

9.1.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

9.1.6 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

9.1.7 In this term a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of the employees; or

- (b) major change to the composition, operation or size of the employers' workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

9.1.8 In this term, relevant employees means the employees who may be affected by the major change.

10 WORKPLACE FLEXIBILITY

10.1 FLEXIBILITY TERM

10.1.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with one or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and employees in relation to one or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

10.1.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

10.1.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

10.1.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

10.1.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement;
- (b) if the employer and employee agree in writing – at any time.

10. SIGNATURES

The Agreement is signed

For and on behalf of the Western Australian Meat Marketing Co-operative Ltd

Signature: _____

Full Name: _____

Position: _____

Witness Signature: _____

Full Name: _____

Position: _____

For and on behalf of the South and Western Australian Branch of the Australian Meat Industry Employees' Union.

Signature: _____

Full Name: _____

Position: _____

Witness Signature: _____

Full Name: _____

Position: _____

APPENDIX 1 – AGREED DISPUTES PROCEDURE

Set out below is the procedure for resolving issues that are in dispute or are likely to lead to a dispute. In addressing such issues Management, Representatives and employees should note:

1. It is a term of this Agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health and safety.
2. If unresolved at a particular Stage the issue must be referred to the next Stage as soon as possible. At no point should the issue be left unresolved or attended.
3. Nominated persons are only to become involved at the relevant Stage.
4. If a particular step is not relevant to the dispute, it may be omitted provided both parties agree.

Identification of Issue - Person or Delegate raising issue to provide a brief description of what the issue is.

Stage 1 - Issue to be discussed between Departmental Supervisor, Employee/s and/or relevant Representative

Signed

Supervisor

Signed

Employee / Representative

Date:

Date:

If unresolved at Stage 1 the issue is to be referred to Stage 2 as soon as possible

Stage 2 - Issue to be discussed with Works Production Manager and failing settlement issue will be discussed with the Plant Manager.

Result of Discussion -

Signed **Signed**

Production Manager

Employee / Representative

Date: **Date:**

If unresolved at Stage 2 issue will be referred to Stage 3 as soon as possible.

Stage 3 - Issue will be discussed at meeting of Shop Committee, a delegation from which will meet with Senior Site Management including the Plant Manager.

Result of Discussion -

Signed:

Plant Manager

Signed:

Employee / Representative

Date:

Date:

If unresolved at Stage 3 issue will be referred to Stage 4 as soon as possible.

Stage 4 - Issue to be discussed with Chief Executive Officer

Result of Discussion:

Signed:
Chief Executive Officer

Signed:.....
Employee / Representative

Date:

Date:

If unresolved at Stage 4 issue will be referred to Stage 5 as soon as possible.

Stage 5 - If issue remains unresolved it may be referred to FWC.

☐ Referred

☐ Not referred

APPENDIX 2 – DRUG AND ALCOHOL POLICY

1. A worker affected by drugs and/or alcohol is a danger to fellow workers as well as themselves.
2. Where there are reasonable grounds to suspect a worker may be affected by drugs and/or alcohol they will be required to undergo appropriate testing.
3. If the tests confirm the workers capacity to carry out their duties has been affected they will not be allowed to work.
4. The Company has a duty of care towards its employees and the Plant Manager (or his nominee) will decide on a person's ability to work. However, where practical, the Safety Committee will be involved in the decision-making process.
5. There will be no payment of lost time to a person unable to work in a safe manner.
6. If this happens a second time the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be dismissed the next time he/she is dangerously affected.
7. A worker having problems with alcohol and/or other drugs:
 - Won't be terminated if he/she is willing to get help.
 - Must undertake and continue with recommended treatment to maintain the protection of this program.
 - Will be entitled to personal/carers leave or leave without pay while attending treatment.
8. Any worker supplying or encouraging the use of drugs at the workplace will be liable for instant dismissal on the grounds of misconduct.