

V&V Walsh (Beef Boning) and The Australasian Meat Industry Employees' Union Agreement 2024

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1. Title

- 1.1 This Agreement shall be known as the V&V Walsh (Beef Boning) and The Australasian Meat Industry Employees' Union Agreement 2024.

2. Application of Agreement

- 2.1 Subject to clause 2.2, this Agreement is binding on the Australasian Meat Industry Employees' Union, its officers, and its members and on The Trustee for the V&V Unit Trust and Vernon Walsh Pty Ltd (ABN 66 258 009 281), trading as V&V Walsh Meat Processors and Exporters, in respect of its employees in the V&V Walsh beef boning room, eligible to be members of the Union, whether members of the said Union or not.
- 2.2 This Agreement shall apply to all employees who perform work in a classification set out in this Agreement in the V&V Walsh beef boning room at 1 Rawling Road, Davenport, WA, 6230.

3. Duration

- 3.1 This Agreement shall come into effect seven days after it is approved by FWC, and its nominal expiry date is three (3) years from the approval of the agreement.

4. Extra Claims

- 4.1 The Union, the Company and employees agree that there will be no extra claims for the life of the agreement.

5. Single Bargaining Unit

- 5.1 This Agreement is a complete document representing the position of The Company, the Union and employees and there shall be no reference to any other Agreement. This Agreement has been negotiated through a single bargaining unit.

6. Objectives of Agreement

- 6.1 The parties aim to implement best practice operations and acknowledge that it is essential that harmonious and productive working relationships are developed and maintained between the employees, the Company, and the Union.

7. Definitions

"FWC" means Fair Work Commission

"Company" means The Trustee for the V&V Unit Trust and Vernon Walsh Pty Ltd, trading as V&V Walsh Meat Processors and Exporters.

"Union" means Australasian Meat Industry Employees' Union.

"Union Officer" means an Official who is an Office holder in the Union, or a person authorised by the Secretary to act on the Union's behalf.

"Act" means the *Fair Work Act 2009* as amended from time to time.

"NES" means the *National Employment Standards* as provided by the Act, and as in operation from 1 January 2010.

"Week" means the employee's ordinary working week.

"Shift" shall mean a continuous period during a day broken only by meal or tea breaks.

“Transmission” for the purposes of this Agreement, transmission includes transfer, conveyance, assignment, or succession whether by agreement or by operation of law and “transmitted” has a corresponding interpretation.

“Workers Compensation” means compensation of any type for work related injury or disease under the applicable State legislation.

“Cleaner” is a person employed to carry out general and specific cleaning duties.

“General Hand” is a person employed to carry out general labouring duties that do not fall within other job classifications.

“Smallgoods Packer/Operator” is a person employed for the purpose of assisting in the manufacture and packaging of small goods.

“Meat Packer I” is a person employed for the purpose of assisting in the preparation and packaging of meat products other than small goods, who is in their first six [6] months of employment as a Meat Packer.

“Meat Packer II” is a person employed for the purpose of assisting in the preparation and packaging of meat products other than small goods, who has completed at least six [6] months of employment as a Meat Packer.

“Beef Slicer” is a person employed to competently trim all beef Primary cuts to the designated specifications, produce beef trimmings to the desired CL and follow workplace work procedures.

“Beef Boner/Slicer” is a person employed to competently trim all beef primary cuts to the required specifications and produce beef trimmings to the desired CL. In addition, competently remove Beef Primal cuts from Beef carcasses to designated specifications and follow workplace work procedures.

“Butcher” is a person who has served a relevant apprenticeship in General Butchering.

“Store-person” is a person employed for the purpose of handling dry-goods stock.

“Quality Assurance Officer” is a person employed for the purpose of carrying out routine tasks and audits and assisting in the administration to ensure the continued integrity of the HACCP and Quality Assurance programs.

“Carcass Breaking” is when an employee assessed by the Company to hold the skills and qualifications of a Beef Boner/Slicer or Butcher, may undertake carcass breaking duties. Carcass breaking duties shall mean the removal of primary cuts of meat from beef carcass to documented cutting specifications and designated work procedures.

“Core Hours” shall mean the standard number of rostered hours worked by Part-time employees as at the date of approval of this Agreement, or the hours stipulated to a new Part-Time employee at the point of hire.

“Manager” a salaried Manager shall mean a person who attends to managerial duties and is responsible for supervising staff and held accountable by the Company for profit performance, cost control, safety, as deemed by the Company. This Agreement does not cover salaried Managers.

8. National Employment Standards

- 8.1 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

9. Nature of Employment

- 9.1 An employee upon engagement shall be informed of the nature of their employment as a full-time weekly employee, part-time weekly employee, a casual employee or as a limited tenure employee and shall be advised of their classification and wage rates.
- 9.2 Qualifying period:
- (a) New full-time and part-time employees will be subject to a qualifying period of six [6] months.
 - (b) During this period, the employee will be trained to carry out the duties of the position and to gain an understanding of the responsibilities of the position.
 - (c) Such an employee shall have their individual progress monitored for up to the completion of six [6] months of employment and if achieving satisfactory work performance will be confirmed as a full time/part time employee.
 - (d) Where there are reasonable grounds for any dissatisfaction with the employee's conduct, or performance, the employee must be informed and given a time frame for improving.
 - (e) Should a qualifying employee not be achieving satisfactory work performance; the employee may be retrained or dismissed if the person is considered unsuitable for the duties required.
 - (f) The contract of employment during the qualifying period may be terminated by the giving of one [1] weeks' notice by either the employee or the Company, or one weeks' pay in lieu of notice in the case of the Company terminating the employee's employment.
 - (g) Where a labour hire contractor engaged by the company becomes an employee of the company, that period of engagement will be deemed to be included in the qualifying period.

10. Types of Employment

10.1 Full-Time Weekly Employment

- (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual, part-time or limited tenure employee shall be deemed to be employed full-time by the week.

10.2 Part-Time Employment

- (a) The Company may employ persons on a part-time basis. The ordinary hourly time rate of pay for part-time employees shall be one thirty-eighth (1/38th) of the appropriate weekly rate.
- (b) Part-time employees shall receive pro-rata payment for annual leave, personal leave, public holidays, Superannuation and Long Service Leave, and for any other entitlements contained in this Agreement for full-time employees.

10.3 Casual Employment

- (a) The ordinary time rate of pay for casuals shall be one thirty-eighth of the appropriate weekly rate plus 25% loading to compensate for annual leave, personal leave, public holidays, rostered days off, and for any other leave entitlement.
- (b) Casual employees shall be employed by the hour.
- (c) Casual employees shall not be employed for less than four hours per day, or two hours in the case of cleaning.
- (d) Whenever possible, the Company shall notify casual employees of their starting and finishing times for the day of their employment.

- (e) The operation of this clause shall not be used to reduce or replace full or part-time permanent employment, nor shall casuals be used where it may be reasonably expected a permanent employee could be employed.
- (f) Casual employees shall be entitled to the loadings and penalty rates in addition to the casual loading for the actual hours worked, calculated on the appropriate weekly hourly rate. Casual rates shall be cumulative not compounding.
- (g) Casual conversion:
 - (i) The Company will make an offer of casual conversion to an employee engaged for 12 months on a casual basis, in accordance with the NES.
 - (ii) A casual employee may make a request for casual conversion if they have been employed for 12 months on a casual basis, in accordance with the NES.
 - (iii) Offers and requests for casual conversion must be made in writing and responses to offers and requests must also be made in writing.

10.4 Limited Tenure Employment

- (a) The Company may engage employees on a limited tenure basis as either full-time or part-time employees provided that such periods of limited tenure shall:
 - (i) Be a minimum of two [2] weeks where the sole purpose is the replacement of an employee on annual leave or in any other case four [4] weeks;
 - (ii) Not be more than 12 months in duration; and
 - (iii) Not run consecutively.
- (b) Prior to commencement of a period of limited tenure, the employee shall be advised in writing of the nature of the work, the hours to be worked, the proposed weekly earnings and the commencing and ceasing dates of the limited tenure employment.
- (c) Limited tenure employment may be terminated by either party in accordance with the provisions of clause 34 (as for permanent employees).
- (d) Limited tenure employment shall be voluntary in the case of existing employees.
- (e) Where an existing employee varies their employment contract to a limited tenure contract, such employee shall, at the conclusion of the limited tenure period, revert to a position of employment which is no less advantageous to the employee than that which existed immediately prior to the limited tenure contract.

11. Apprentices

- 11.1 The number of apprentices in the establishment shall not exceed one [1] to two [2] or fraction of two [2] Level 6 employees employed by the Company in the same establishment.
- 11.2 Provided that in the establishment where three [3] Level 5 employees are employed by the Company and where an apprentice has completed his third year of service, the appropriate State Apprenticeship body shall have the power to grant the Company the right to engage an additional apprentice.

12. Hours of Work

12.1 Full Time Weekly Employees

- (a) Full-time employees shall be rostered to work regular, specified hours within a fortnightly roster of 76 ordinary hours, and shall be paid at an hourly rate of one thirty eighth (1/38) of their

applicable weekly rate as specified in Schedule 1 – Wage Rates. However, hours may be rostered over a four [4] week period to enable an employee to work a 19-day month.

- (b) The ordinary hours of employment shall be worked between 5.00 am and 9.00 pm Monday to Saturday.
- (c) Ordinary hours for full-time employees may be rostered as six [6] days in one week if in the following week ordinary hours are worked on no more than four [4] days with no more than 46 ordinary hours being worked in any week.
- (d) All ordinary hours of employment worked between 6.00 pm and 9.00 pm Monday to Friday shall attract a loading of 20% in addition to the applicable hourly rate.
- (e) All ordinary hours of employment worked on a Saturday shall attract a loading of 50% in addition to the applicable hourly rate.
- (f) The minimum engagement in any one day shall be four [4] hours, however a minimum of two [2] hours may be worked for the purpose of cleaning.
- (g) The maximum engagement in any one day shall be nine and a half [9.5] hours per day exclusive of meal breaks.
- (h) There shall be a minimum break of ten [10] hours between an employee's finishing time on one shift (including overtime) and commencing time on the next shift.
- (i) Employees shall be paid overtime pursuant to clause 14 in respect of hours worked outside the spread of hours as defined in clause 12.1 (b).

12.2 Part-time Employees

- (a) Other than as provided below, the provisions contained in clause 12.1 shall also apply to part-time employees.
- (b) Part-time employees shall be rostered to work regular, specified hours on the basis of not more than ten [10] starts per fortnight.
- (c) Ordinary hours for part-time employees may be rostered as six [6] days in one week if in the following week ordinary hours are worked in no more than four [4] days with no more than 38 ordinary hours being worked in any one week.
- (d) The regular, specified hours rostered to a part-time employee shall be between 20 hours and 70 hours per fortnight.
- (e) A part time employee may by mutual agreement, work a maximum of 48 hours in any week during key operational periods of December, January, and the week prior to and the week after Easter Sunday, before incurring overtime, provided that the employee does not exceed 140 hours in their four-week cycle as per clause 12.2 (c).
- (f) The minimum engagement shall be four [4] hours per day, however a minimum of two [2] hours may be worked for the purpose of cleaning.
- (g) Part-time employees may be offered hours which are in addition to the employee's core rostered hours but within the part-time parameters and these will be paid at the ordinary rate of pay.
- (h) A part-time employee may be offered a permanent increase in rostered hours. A part-time employee's hours may be subsequently reduced by a maximum of 20% in any 12-month period however these hours will not be reduced below their core hours as defined in clause 7 unless by mutual agreement.

- (i) Part-time employees who work outside the ordinary spread of hours specified in clause 12.1 (b), or in excess of the maximum hours shall be paid overtime rates pursuant to clause 14.
- (j) Subject to clause 12.4, a part-time employee shall not have their hours reduced once their roster has been posted.
- (k) Part-time employees with suitable qualifications and skills shall have first consideration for employment by the company to a full-time position when a position becomes available, subject to the employee submitting an application for the open position.

12.3 Casual Employees

- (a) Subject to Clause 10.3 of this Agreement, casual ordinary hours will be no more than 76 per fortnight and worked between 5.00 am and 9.00 pm Monday to Saturday.

12.4 Change of Rosters

- (a) Rosters will be provided for a full week Monday to Saturday and may be changed by agreement or by the Company giving seven [7] days' written notice. When the employee disagrees with a change of roster 14 days' notice shall be given and discussion held in accordance with clause 43.
- (b) Family responsibilities and safe transport will be considered when changing rosters.
- (c) An employee's roster may not be changed with the intent of avoiding payment for public holidays. Should such circumstances arise, the employee shall be entitled to payment for the public holiday as if their roster had not been changed.

13. Shift Work

13.1 The Company shall not, unless with the agreement of the employee, transfer an employee from day work to shift work, or from shift work to day work.

13.2 Shifts may be worked on a one-shift, two-shift, or three-shift system.

13.3 For the purposes of this clause: -

- (a) "Afternoon Shift" means any shift commencing at 12.00 pm (midday) or after and finishing before 12.00 am (midnight).
- (b) "Night Shift" means any shift finishing after midnight, at or before 9.00 am.
- (c) "Fixed Night Shift" means a night shift (as defined) on which an employee is not allowed to rotate so as to give the employee at least one week in each three consecutive weeks on some other shift or shifts.
- (d) "Day Shift" in a three-shift system means any shift finishing at or after 2.00 pm and at or before 4.00 pm.

13.4 Shift penalties:

- (a) An employee on afternoon shift shall be paid the appropriate rate for the classification in which they are employed under the Agreement, plus 15%.
- (b) An employee on night shift shall be paid the appropriate rate for the classification in which they are employed under this Agreement, plus 25%.
- (c) An employee on a fixed night shift shall be paid the appropriate rate for the classification on which they are employed under this Agreement, plus 30%.
- (d) A shift worker who works on a non-successive shift, being an afternoon or night shift which does not continue for at least five successive afternoon or night shifts, shall be paid an additional

50% of their base rate for the first two hours and an additional 100% of their base rate for the remaining hours of each non-successive shift.

- 13.5 A casual employee employed on shift work will be paid in accordance with clause 10.3 (f).
- 13.6 The ordinary hours of work for a shift worker will be an average of 38 hours per week and will not exceed 152 hours in 28 consecutive days.
- 13.7 Where a night shift is in operation, the night shift may finish not later than 9.00 am on Saturday morning.
- 13.8 The ordinary hours of work for a shift worker shall be unbroken except by prescribed meal intervals:
- (a) A shift worker, except when engaged on a three-shift system, may be allowed by agreement between the Company and the majority of the employees concerned, a meal break in accordance with clause 16 of this Agreement.
 - (b) Shift workers engaged on a three-shift system shall be allowed a crib break which shall be counted as time worked, to be taken at a time agreed between the Company and a majority of the employees having regard to the provisions of clause 16 of this agreement.
- 13.9 The starting and finishing times of the ordinary hours of work of shift workers shall be fixed by the Company and once fixed may only be altered by agreement between the Company and the majority of the employees concerned in accordance with clause 12.4. Provided that this sub-clause shall not apply to any individual employee who is required to alter his/her starting time to enable the Company to make provision for replacement, but such employee shall, unless he/she otherwise agrees, be given at least 24 hours' notice of the change.
- 13.10 Full-time and part-time shift workers required by the Company to work in excess of the ordinary hours of work prescribed by clause 13.6 shall be paid the agreement rate (i.e. exclusive of the applicable shift loading prescribed in 13.5) at time and a half for the first two hours and double time thereafter except in each case where the time worked is by arrangement between the employees themselves, or for the purpose of effecting the customary rotation of shifts.
- 13.11 Where employees are engaged on a three-shift system such employees shall rotate weekly between day, afternoon and/or night shift, provided that the Company and an employee may mutually agree to an employee remaining permanently on any of the three shifts.

14. Overtime

- 14.1 An employee shall be paid overtime for hours worked outside their ordinary weekly hours, based on the employee's ordinary rate exclusive of penalties and/or loadings.
- 14.2 Overtime worked by any employee on any day Monday to Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 14.3 Any work performed by an employee on a Sunday shall be paid at a rate of double time.
- 14.4 The overtime rate for public holidays shall be at double time and a half.
- 14.5 The Company may require an employee to work reasonable overtime. Overtime can be reasonable so long as the following are taken into account:
- (a) Any risk to health and safety from working the extra hours;
 - (b) The employee's personal situation, including their family responsibilities;
 - (c) The needs of the workplace;
 - (d) If the employee is entitled to receive overtime payments or penalty rates for working the extra hours;

- (e) If the employee was given enough notice that they may have to work overtime; and
 - (f) The usual patterns of work in the industry.
- 14.6 An employee can refuse to work overtime, if the request is unreasonable.
- 14.7 Employees who work overtime on their day off shall be paid at the normal overtime rate with a minimum payment of two [2] hours.
- 14.8 By agreement with management, an employee may elect in writing to take time off in lieu of overtime provided that:
- (a) the time off shall be equivalent to the overtime rate that otherwise would have been paid; and
 - (b) if an employee wishes to take the time off, they must seek agreement prior to the overtime being agreed upon.
- 14.9 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten [10] consecutive hours off duty between the work of successive days. An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least ten [10] consecutive hours off duty between those times, shall, subject to this clause be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary hours' time occurring during such absence. If, on the instructions of the Company, such an employee resumes or continues work without having had ten consecutive hours off duty, they shall be paid at double time until the employee is released from duty for such period and shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

15. Public and Other Holidays

- 15.1 A full-time employee shall be entitled to the following ten [10] holidays without loss of pay:
- (a) New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Western Australia Day, King's Birthday, Christmas Day and Boxing Day.
- 15.2 Provided that where any days are observed as holidays for the majority of the employees, either additional to or in substitution for the holidays in clause 15.1, such days shall be observed as public holidays for the purposes of this Agreement.
- 15.3 If an employee is absent from their employment on a day or part day that is a public holiday, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day or part day. If the employee does not have ordinary hours of work rostered on the public holiday, the employee is not entitled to payment under this section.
- 15.4 If any employee other than a casual employee is dismissed within 14 days before any of the holidays referenced in clauses 15.1 and 15.2 and is re-engaged within 14 days after any of the holidays referenced in clauses 15.1 and 15.2, he or she shall be deemed to have been dismissed for the purpose of evading payment for such holiday, and any payment so evaded shall be due and payable to the employee.
- 15.5 Employees including casuals who work on:
- (a) Christmas Day and Anzac Day will be paid at 200% of the minimum hourly rate for all time worked;
 - (b) Good Friday will be paid for all time worked at the rate of 150% for the first 4 hours and 200% thereafter based on the minimum hourly rate; and
 - (c) any other public holiday will be paid at 150% for the first 2 hours and 200% thereafter based on the minimum hourly rate.

For all employees other than casuals, the above payments will be in addition to the minimum weekly, daily or hourly rate of pay as appropriate, calculated by reference to the minimum hourly rate.

- 15.6 Part-time employees shall be entitled to public holidays which fall on the days they are normally rostered to work. Provided that any employee whose roster is changed with the intent of avoiding or reducing payment due or the benefit applicable under this clause and who would, but for the change of roster, have been entitled otherwise to a benefit for a public holiday or holiday or holidays shall be paid for such holiday or holidays as if his/her rostered day had not been changed.

16. Meal Breaks and Tea Breaks

- 16.1 Except as provided by this clause, no employee shall be required to work for more than five [5] hours without a break for a meal.
- 16.2 All employees working more than three and a half [3.5] hours on any day shall be entitled to a 10-minute paid tea break.
- 16.3 All employees working more than five [5] hours on any day shall be entitled to an unpaid meal break of 30 minutes plus a 10-minute paid tea break.
- 16.4 All employees working eight [8] hours or more on any day shall be entitled to a further 10-minute paid tea break. Provided that the Company and employees agree, the entitled paid tea breaks can be combined.
- 16.5 Provided that an employee and the Company may agree that the meal break may be extended to up to 60 minutes' duration and may be delayed beyond five [5] hours.
- 16.6 Provided that where a work process cannot be interrupted by the absence of employees for meal breaks, the majority of employees working on that process and the Company shall determine the timing of meal and tea breaks.
- 16.7 An employee required to work overtime for:
- (a) more than two [2] hours after their rostered finishing time shall be allowed a paid tea break of 10-minutes after the end of ordinary hours and before two [2] hours overtime has been worked;
 - (b) more than three [3] hours after their rostered finishing time shall be allowed an unpaid meal break of 30 minutes after the end of ordinary hours and before three [3] hours overtime has been worked.
- 16.8 If overtime continues, an additional 30-minute unpaid meal break will be allowed for each five [5] hours of overtime worked.
- 16.9 Other than in the case of emergency, the time for meal intervals shall not be altered except with 24 hours' notice to the employee concerned.
- 16.10 Meal breaks where allowed shall not, except as otherwise prescribed, be counted as part of the weekly or daily hours worked.
- 16.11 An employee required to work overtime for more than two [2] hours after their rostered finishing time shall be paid the meal money allowance specified in Schedule 1 unless they have been notified the day before of the requirement to work overtime.
- 16.12 An employee working a night shift in accordance with clause 13.3 (b) or (c) who is not working on a three-shift system, shall be entitled to a paid crib break of 30 minutes' duration when working more than five [5] hours. This is instead of an unpaid meal break.
- (a) Provided that on any rostered shift exceeding eight [8] hours a paid crib break of 30 minutes shall be provided.

17. Career Development

- 17.1 All employees will be encouraged and assisted to progress to the highest level personally attainable, consistent with the needs of the workplace and upon the availability of positions.
- 17.2 Working in higher graded positions:
- (a) An employee required to perform the duties of a position at a higher classification level for two [2] hours or longer, must be paid, for all work done on that day or shift, the rate applicable for that higher level.
 - (b) If the work at the higher classification level is for less than two [2] hours, the employee will be paid for two [2] hours at the higher rate and the balance of their working time will be paid at the rate of the employee's ordinary classification.

18. Flexibility Term

- 18.1 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) Arrangement about when work is performed;
 - (ii) Overtime rates;
 - (iii) Penalty rates;
 - (iv) Allowance;
 - (v) Leave loading;
 - (b) The arrangement meets the genuine needs of the employer and employee 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.
- 18.2 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) Are about permitted matters under the 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.
- 18.3 The employer must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
 - (b) Includes the name of the employer; 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/her employment as a result of the arrangement; and
 - (e) States the day on which the arrangement commences.

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

18.5 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; or
- (b) If the employer and employee agree in writing – at any time.

19. Wage Rates

19.1 The minimum wage rates applicable to each classification level are listed in Schedule 1.

20. Allowances

20.1 Allowances shall not form part of the employee's ordinary weekly wage as "all purpose" allowances but shall only be paid when such work is being done.

20.2 Allowances payable in accordance with this clause are listed in Schedule 1.

20.3 Carcass Breaking Allowance

- (a) An hourly allowance shall be paid to a Level 5 or above employee for each hour worked when the employee is performing Carcass Breaking.

20.4 Bandsaw Allowance

- (a) An hourly allowance shall be paid to employees (excluding Beef Slicers and Beef Boning/Slicers) for each hour worked when the employee is operating a Bandsaw.

20.5 Table Allowance

- (a) An hourly allowance shall be paid to competent Beef Slicers and Beef Boning/Slicers on level 5 and above for each hour worked when performing pre-trim or table slicing duties.

20.6 Cold Beef Allowance

- (a) An hourly allowance shall be paid to Beef Slicers – In Training, Beef Slicers and Beef Boning/Slicers on level 4 and above on the first working day after a long weekend of three [3] days or more for each hour worked on that day with cold beef.

20.7 First Aid Allowance

- (a) A daily allowance will be paid to an appropriately qualified employee who is appointed to act instead of and performs the duties of a full-time first aid officer or nurse.
- (b) The allowance rate shall be in accordance with clause 20.2 (b) of the Meat Industry Award 2020.
- (c) The allowance rate will increase annually in the first pay period commencing on or after 1 July in accordance with the award.

21. Payment of Wages

21.1 Wages shall be paid in the Company's time on the usual pay day of the Company (which shall be no later than Thursday in each week).

21.2 Payment shall be made in Electronic Funds Transfer.

21.3 Upon the termination of employment, wages due to an employee shall be paid in the next pay run or where the termination occurs on the day of payroll processing, the following pay run.

21.4 On each pay day each employee shall receive an electronic payslip showing the total amount of ordinary wages and overtime together with the hours worked and all deductions therefrom.

22. Superannuation

- 22.1 The Company will make superannuation contributions on the employee's behalf in accordance with the *Superannuation Guarantee (Administration) Act 1992*.
- 22.2 Superannuation contributions will be remitted by the Company to either:
- (a) The Meat Industry Employees' Superannuation Fund Pty Ltd (MIESF); or
 - (b) Employee's fund of choice; or
 - (c) The Company's default fund.
- 22.3 The Company shall provide each employee upon commencement of employment with the appropriate membership application form(s) for MIESF and shall forward the completed membership form(s) to the relevant fund within 14 days of receiving the properly completed forms from the employee.
- 22.4 In respect of additional contributions:
- (a) An employee may make personal contributions in addition to those made by the Company.
 - (b) An employee who wishes to make such additional contributions must authorise the Company in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the relevant fund Trust Deed and Rules.
 - (c) Upon receipt of written authorisation from the employee, the Company shall commence making monthly payments into the Fund on behalf of the employee.
 - (d) An employee may vary the amount of his or her additional contributions only once each year by a written authorisation and the Company shall alter the additional contributions within 14 days of receipt of such authorisation.
 - (e) Additional employee contributions to the fund requested under this subclause must be expressed in whole dollars.
- 22.5 An employee may direct the Company to pay a portion of the employee's wages into the (default fund or into the employee's complying superannuation fund) for the benefit of the employee as additional salary sacrifice contributions. Salary Sacrifice contributions are classified as concessional contributions which are subject to concessional taxation limits (caps) imposed by the Australian Taxation Office. Any amount paid in accordance with such a direction is deemed to be paid in satisfaction of the Company's obligation to pay the wages set out in this Agreement. Accordingly, no breach of this Agreement will occur if the actual wages paid to the employee fall below the rates set by this Agreement solely because of the Company paying additional superannuation contributions on a pre-tax basis under this clause. Where an employee elects to salary sacrifice, Company superannuation contributions will be based on the employee's pre-sacrifice wage.
- 22.6 An employee may vary the amount of his or her additional contributions only twice each year in writing and the Company shall alter the additional contributions within 14 days of receipt of such authorisation.

23. Annual Leave

- 23.1 Employees, except casual employees, will be entitled to annual leave in accordance with the NES.
- 23.2 For the purpose of the additional week of leave provided for in the NES, a "shift worker" is a 7-day shift worker who is regularly rostered to work on Sundays and public holidays.

23.3 If any public holiday in accordance with clause 15 falls within an employee's period of annual leave, the employee will be paid at their ordinary rate of pay for that day for their normal hours of work and such hours will not be deducted from their leave entitlements.

23.4 Loading on Annual Leave

During a period of annual leave an employee shall receive a loading of 17.5% or in the case of a shift worker, the shift work allowance, whichever is greater, calculated on the rates prescribed in Schedule 1 – Wage Rates.

23.5 Annual Leave at Half Pay

- (a) Annual leave may be taken at half pay to extend a period of annual leave. Participation in any annual leave at half pay arrangement is voluntary.
- (b) Weekly employees are eligible to apply for annual leave at half pay if:
 - (i) All accessible long service leave has been exhausted, and
 - (ii) They have less than or equal to eight [8] weeks accrued annual leave.
- (c) Eligible employees can apply for a maximum of four [4] weeks annual leave at half pay during a 12-month period.
- (d) This arrangement can be taken in the following way:

How many weeks do I apply for?	How many weeks am I actually on annual leave?	What am I paid?
1 week of leave	2 weeks of leave	Paid at half rate over the 2-week period
2 weeks of leave	4 weeks of leave	Paid at half rate over the 4-week period
3 weeks of leave	6 weeks of leave	Paid at half rate over the 6-week period
4 weeks of leave	8 weeks of leave	Paid at half rate over the 8-week period

- (e) Annual leave at half pay can be taken at a time that is mutually agreed upon by the Company and the employee.

23.8 Cashing Out of Annual Leave

- (a) An employee, who has an accrued annual leave entitlement in excess of four [4] weeks, may make an application to ‘cash out’ a period of paid annual leave. The Company may approve such application, subject to the following:
 - (i) The employee must retain a paid annual leave entitlement of no less than four [4] weeks;
 - (ii) Each ‘cashing out’ of annual must be by a separate agreement, in writing, between the Company and the employee;
 - (iii) The employee must be paid the amount that would have been payable had the employee taken that period of leave; and
 - (iv) The employee’s annual leave entitlement will be reduced accordingly.

24. Personal / Carer’s Leave

24.1 Full time and part time employees are entitled to personal leave in accordance with the NES.

24.2 Personal leave is subject to the following conditions and limitations:

- (a) an employee is not entitled to paid personal / carer's leave for any period in respect of which they are entitled to workers' compensation;
- (b) it is expected that the employee will, as soon as possible and where practicable at least one [1] hour prior to the employee's normal start time, inform the Company of their inability to attend for work, and as far as may be practicable, state the reason for the absence and the estimated duration of the absence; and
- (c) an employee will be entitled to two [2] single shift absences per year without having to produce proof of illness, except if the absence is before or after a public holiday or weekend. On all other occasions of absence, the employee will provide to the Company evidence / documentation that would satisfy a reasonable person that he/she was unable to attend for work on the day or days for which the personal leave is claimed.

24.3 In this clause, **Documentation** means:

- (a) if it is reasonably practicable to do so, a medical certificate issued by a registered health practitioner;
- (b) if it is not reasonably practicable to provide the Company with a medical certificate, a statutory declaration made by the employee.

24.4 Unused personal leave will not be paid out on termination for any reason.

24.5 Unpaid carer's leave

- (a) An employee may, take unpaid carer's leave for the purpose of providing care and support for a member of their immediate family or a member of the employee's household because of:
 - (i) a personal illness, or personal injury affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) Unpaid carer's leave can only be taken when the employee's entitlement to paid personal leave has been exhausted.
- (c) Unpaid carer's leave is limited to a single, unbroken, period of two [2] days, or two separate periods of one [1] day each, or any separate periods totalling two [2] days to which the Company and the employee agree.

25. Domestic and Family Violence Leave

25.1 The Company is committed to providing support to employees who experience family or domestic violence and will treat all matters confidentially.

25.2 Full-time, part-time, and casual employees are entitled to paid family and domestic violence leave in accordance with the NES.

25.3 An employee may take family and domestic violence leave if:

- (a) the employee is experiencing family and domestic violence; and
- (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside the employee's work hours.

25.4 Evidence / documentation to support claim for leave:

- (a) An employee may be required to provide documentation to the Company to substantiate their claim for family and domestic violence leave;

- (b) If the employee is not comfortable providing such documentation to their immediate supervisor or manager, they may provide their documentation to either the Payroll Officer or Human Resources Manager;
- (c) Any evidence or documentation provided will be kept confidentially and only used for the purpose of verifying entitlement to paid leave.

26. Compassionate Leave

- 26.1 Full-time and part time employees are entitled to compassionate leave in accordance with the NES.
- 26.2 An employee is entitled to a period of three [3] days of paid compassionate leave after the death of a member of the employee's immediate family or a member of the employee's household.
- 26.3 The period of leave specified 26.2 is inclusive of, and not in addition to, any entitlement to compassionate leave under the NES in the event of the death of a member of the employee's immediate family or a member of the employee's household.
- 26.4 An employee must provide documentation to the Company, as soon as reasonably practicable, to be entitled to paid compassionate leave. Documentation means any reasonable evidence of the illness, injury, or death of the member.

27. Community Service Leave

- 27.1 Full time and part time employees are entitled to community service leave in accordance with the NES.
- 27.2 To the extent this clause provides a greater benefit than the NES, benefits in this clause are inclusive of, and not in addition to, entitlements provided by the NES.
- 27.3 If an employee, other than a casual employee, is required to attend court as a juror, the employee shall be entitled to be paid by the Company the difference between the employee's ordinary pay and any fee received by the employee for the Jury service.
- 27.4 Jury service includes both actual service as a juror and attendance at court for the jury selection process.
- 27.5 The Company will require the employee to produce certificates of attendance for jury service.
- 27.6 The employee shall give the Company notice of the requirement to attend for jury service as soon as practicable after receiving the notice.

28. Long Service Leave

- 28.1 Employees will be entitled to Long Service Leave in accordance with the *Western Australian Long Service Leave Act 1958*.
- 28.2 In addition, an employee may take their long service leave entitlement at half pay which will result in them being on long service leave for double the period.

29. Parental Leave

- 29.1 Employees are entitled to Parental Leave in accordance with the NES or Company policy as amended from time to time, whichever is the greater. However, Company policy is not incorporated into this agreement.

30. Leave to Attend Union Business

- 30.1 Two [2] days leave of absence from work to attend Union business will be allowed by the Company to any employee member of the claimant Union provided that:

- (a) The employee is named by claimant Union;
- (b) There is reasonable notice given to the Company;
- (c) Such leave will be restricted to two [2] employees per year; and
- (d) The employee will not be entitled to payment for the time they are absent from work.

31. Non-Attendance

- 31.1 An employee not attending for duty shall, except as provided for by this Agreement lose pay for the actual time of such non-attendance.
- 31.2 In the event of an unexplained absence of an employee from work, without notification to the Company, the Company will take reasonable steps to contact the employee to advise the Company is considering terminating their employment for abandonment of employment.
- 31.3 If the Company is not able to contact the employee within a reasonable timeframe or the employee is unable to provide a reasonable explanation for the absence, then the employment will be terminated for reasons of abandonment.

32. Stand Down

- 32.1 Where the Company cannot usefully employ an employee because:
 - (a) of any strike by the Union or unions affiliated with it,
 - (b) or other unions,
 - (c) or any stoppage of work by any cause (other than the Company's cause), which in either case the Company cannot reasonably prevent,it shall be entitled to stand down an employee without pay for any day or portion of a day when he/she cannot be usefully employed.
- 32.2 In all cases where the stand down is due to no fault of the employee or the Company (e.g.: power failure, breakdown of machinery, ammonia leak) the first four [4] hours shall be paid at the rate that would have been applicable at the time.

33. Warnings and Dismissal

- 33.1 Where an employee's behaviour or performance is not meeting expectations, or an employee breaches the terms of this agreement or Company policy, they will be invited to attend a disciplinary meeting to discuss the matter.
- 33.2 The employee will be provided notice in writing of the meeting and be permitted to attend the meeting with a support person of their choice, which could include a union delegate or official. Such meetings will be scheduled during normal working hours and attendance at the meeting is a reasonable direction given to the employee.
- 33.3 Should a disciplinary meeting result in the employee being issued with a written warning, this will remain active for a period of 12 months from the date of issue.
- 33.4 Should the circumstances in 33.1 occur again, the employee will be invited to a second disciplinary meeting in accordance with clause 33.2.
- 33.5 Should the circumstances in 33.1 occur for a third time, the employee will be invited to a disciplinary meeting in accordance with clause 33.2 and invited to "show cause" as to why their employment should not be terminated.
- 33.6 Clauses 33.3, 33.4 and 33.5 do not apply in the case of serious or gross misconduct or in relation to clause 31.3.

34. Termination of Employment

34.1 Notice of termination by the Company

- (a) In order to terminate the employment of a full-time or part-time employee the Company shall give to the employee the following notice:

Period of continuous service with the Company	Period of Notice
Not more than one [1] year	1 week
More than one [1] year but not more than three [3] years	2 weeks
More than three [3] years but less than 5 years	3 weeks
Five [5] years and over	4 weeks

- (b) In addition to the notice in clause 34.1(a), employees over 45 years of age at the time of the giving of the notice with not less than two [2] years' continuous service, shall be entitled to an additional one [1] week's notice.
- (c) Such notice may be given at any time during the week, but if given at any time within the employee's rostered working hours shall apply from the rostered finishing time of the notice.
- (d) Payment in lieu of the notice prescribed in clause 34.1(a) and/or clause 34.1(b) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (e) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated, shall be used.

34.2 Notice of termination by employees

- (a) The notice of termination required to be given by a full-time or part-time employee shall be as stated in clause 34.1 (a).
- (b) If an employee fails to give notice the Company shall have the right to withhold wages due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.
- (c) The notice period referenced in 34.2 (a) can be shortened by mutual agreement between the Company and the employee and such cases, the Company will not exercise their right to withhold under clause 34.2 (b).

34.3 Time Off During Notice Period

- (a) Where the Company has given notice of termination to an employee, an employee shall be allowed up to one [1] day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Company.

34.4 Statement of Employment

- (a) The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

35. Redundancy

- 35.1 Where the Company has made a definite decision that may result in positions being made redundant, clauses 41 and 42 will apply.

- 35.2 Where an employee is transferred to lower paid duties for reasons set out in clause 35.1 (a), the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the Company may at the Company'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.
- 35.3 In addition to the period of notice prescribed for ordinary termination in clause 34.1, a weekly employee whose employment is terminated on the grounds of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service:

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

For the purposes of this clause, "week's pay" shall mean – for a full-time employee – the weekly wage rate in the table in Schedule 1 for the employee's classification. Part-time employees shall receive a pro-rata entitlement in accordance with clause 10.2 (b) of this Agreement.

- 35.4 An employee whose employment is terminated by the Company on the grounds of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Company until the expiry of such notice. Provided that in such circumstances, the employee shall not be entitled to payment in lieu of notice.
- 35.5 **Alternative Employment**
- (a) The Company, in a particular redundancy case, may make application to FWC to have the general severance pay prescription varied if the Company offers, with no loss of income, acceptable, alternative employment for an employee.
 - (b) During the period of notice of termination given by the Company in a redundancy situation, an employee shall be allowed up to one [1] day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (c) If the employee has been allowed paid leave for more than one [1] day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- 35.6 **Transmission of Business**
- (a) Where a business is before or after the date of this Agreement, transmitted from the Company (in this clause called "the transmitter") to another employer (in this clause called "the

transmittee") and an employee who, at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

(b) 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.

35.7 This clause shall not apply to employees with less than one year's continuous service and the general obligation on the Company should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

36. Employees' General Conditions

36.1 The Company shall provide a dining room with adequate supply of fridges, food warmers, microwaves, sandwich grills, coffee, tea, sugar, and boiling water in sufficient quantities to make an adequate supply of hot drinks, for each employee immediately each meal break commences.

37. Notice Boards

37.1 The Company will provide reasonable space on a notice board in the employee lunchroom for the display of Union notices authorised by the Branch Secretary, of the relevant union, to facilitate the communication of matters pertaining to this Agreement. Such Union notices will be approved by the Company prior to placement on the notice board.

37.2 A signed copy of this Agreement will be displayed in a prominent and accessible place to all employees.

38. Damage To Employee's Property

38.1 In all cases where an employees' clothing, lunch bags, tools of trade or receptacles used for lunches are damaged at the Company's premises, through no fault of the employee, by fire or through the use of any corrosive material, compensation will be granted by the Company. Subject to the employee supplying reasonable proof of damage.

39. Introduction of Change

39.1 Company's Duty to Notify

- (a) When the Company has made a definite decision to introduce major changes that are likely to have significant effects on employees, the Company will notify the employees who may be affected by the proposed changes and the Union prior to the proposed change.
- (b) "Significant effects" include job losses, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or reduction of job opportunities or job tenure; the alteration of the hours of work; the need for retraining or transfer of employees to other work locations and the restructuring of jobs.
- (c) Where this Agreement makes provision for alteration of any of the matters referred to in clause 40.1 (b), an alteration will be deemed not to have significant effect.

40. Consultation Term

40.1 This term applies if the Company:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

40.2 For a major change referred to in paragraph 40.1(a):

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 40.3 and 40.9 apply;

40.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

40.4 If:

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

40.5 As soon as practicable after making its decision, the Company 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 Company 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 affect the employees.

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

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

40.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 40.2(a), 40.3 and 40.5 are taken not to apply.

40.9 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 employees; or
- (b) major change to the composition, operation, or size of the Company's 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.

Change to regular roster or ordinary hours of work

40.10 For a change referred to in paragraph 40.1 (b):

- (a) the Company must notify the relevant employees of the proposed change; and
- (b) subclauses 40.11 to 40.15 apply.

40.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

40.12 If:

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

40.13 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

40.15 The Company will act in good faith and must give prompt and genuine consideration to matters raised about the change by the relevant employees.

40.16 In this term:

- (a) “relevant employees” means the employees who may be affected by a change referred to in in subclause 40.1.

41. Dispute Resolution

41.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

41.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

41.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

- 41.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- 41.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

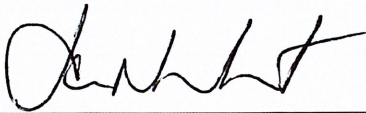

- 41.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

41.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

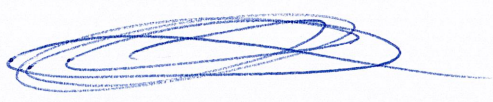
41.8 If, at the time this agreement is approved, the Fair Work Commission is dealing with any dispute under the *Bunbury Beef Pty Ltd and the Australasian Meat Industry Employees' Union South and West Australia Branch Agreement 2020*, the Commission and the parties to that dispute shall continue to deal with that dispute in accordance with the dispute settlement provisions of that Agreement.

Signatures of the Parties

For and on behalf of The Trustee for the V&V Unit Trust and Vernon Walsh Pty Ltd (ABN 66 258 009 281), trading as V&V Walsh Meat Processors and Exporters:

	
Signature	Signature of Witness
JASON MARKWART	KELLY MCKENZIE
Name of Signatory	Name of Witness
COMPANY SECRETARY / CFO	1/6 SHORT ST, FREMANTLE
Position of Signatory	Address of Witness
4 JULY 2024	4 JULY 2024
Date	Date

For and on behalf of The Australasian Meat Industry Employees' Union: - AS A BARGAINING REPRESENTATIVE

	OF EMPLOYEES C. H. Buckley
Signature	Signature of Witness
JAMES COTTRELL-DORMER	CRAIG BUCKLEY
Name of Signatory	Name of Witness
ASSISTANT SECRETARY AMIEU QLD BRANCH -	LEV 1/39 LYTTON RD EAST BRISBANE Q 469
Position of Signatory	Address of Witness
4 July 2024	4 July 2024
Date	Date

Schedule 1 – Wages Rates

The weekly wage rates shall be as follows:

	Effective from the first pay period commencing on or after 12 April 2024	Effective from the first pay period commencing on or after 12 April 2025	Effective from the first pay period commencing on or after 12 April 2026
Level 1	\$962.57	\$991.45	\$1,021.19
Level 2	\$1,032.59	\$1,063.57	\$1,095.48
Level 3	\$1,099.95	\$1,132.95	\$1,166.94
Level 4	\$1,180.56	\$1,215.98	\$1,252.46
Level 5	\$1,196.28	\$1,232.17	\$1,269.14
Level 6	\$1,264.51	\$1,302.45	\$1,341.52
Level 7	\$1,355.64	\$1,396.31	\$1,438.20
Level 8	\$1,415.81	\$1,458.29	\$1,502.03

Apprentice percentages:

1st yr. apprentice butcher	50% of the Level 5 Rate
2nd yr. apprentice butcher	65% of the Level 5 Rate
3rd yr. apprentice butcher	85% of the Level 5 Rate
4th yr. apprentice butcher	95% of the Level 5 Rate

Allowances:

Allowance	Effective from the first pay period commencing on or after 12 April 2024	Effective from the first pay period commencing on or after 12 April 2025	Effective from the first pay period commencing on or after 12 April 2026
Carcass Breaking Allowance	\$5.00 per hour	\$5.15 per hour	\$5.30 per hour
Bandsaw Allowance	\$1.75 per hour	\$1.80 per hour	\$1.86 per hour
Table Allowance *	\$1.80 per hour	\$1.85 per hour	\$1.91 per hour
Cold Beef Allowance	\$0.54 per hour	\$0.55 per hour	\$0.55 per hour
Meal Money Allowance	\$15.48 per shift	\$15.95 per shift	\$16.42 per shift

First Aid Allowance will be paid in accordance with clause 20.2(b) of the Meat Industry Award 2020 and will increase in the first pay period commencing on or after 1 July annually.

* Table allowance will be payable from the first pay period commencing on or after the date of approval of this agreement in 2024. Thereafter, the table allowance will increase in accordance with the dates within the table above.

Wage Rates Effective from the first pay period commencing on or after 12 April 2024

Classification	Weekly Rate \$ per Week	Ordinary Rate \$ per Hour	Afternoon Shift Rate \$ per Hour	Time & Half Rate \$ per Hour	Double Time Rate \$ per Hour	Casual Hire Rate \$ per Hour
Level 1	962.57	25.33	29.13	38.00	50.66	31.66
Level 2	1032.59	27.17	31.25	40.76	54.35	33.97
Level 3	1099.95	28.95	33.29	43.42	57.89	36.18
Level 4	1180.56	31.07	35.73	46.60	62.13	38.83
Level 5	1196.28	31.48	36.20	47.22	62.96	39.35
Level 6	1264.51	33.28	38.27	49.91	66.55	41.60
Level 7	1355.64	35.67	41.03	53.51	71.35	44.59
Level 8	1415.81	37.26	42.85	55.89	74.52	46.57

Wage Rates Effective from the first pay period commencing on or after 12 April 2025

Classification	Weekly Rate \$ per Week	Ordinary Rate \$ per Hour	Afternoon Shift Rate \$ per Hour	Time & Half Rate \$ per Hour	Double Time Rate \$ per Hour	Casual Hire Rate \$ per Hour
Level 1	991.45	26.09	30.00	39.14	52.18	32.61
Level 2	1063.57	27.99	32.19	41.98	55.98	34.99
Level 3	1132.95	29.81	34.29	44.72	59.63	37.27
Level 4	1215.98	32.00	36.80	48.00	64.00	40.00
Level 5	1232.17	32.43	37.29	48.64	64.85	40.53
Level 6	1302.45	34.27	39.42	51.41	68.55	42.84
Level 7	1396.31	36.75	42.26	55.12	73.49	45.93
Level 8	1458.29	38.38	44.13	57.56	76.75	47.97

Wage Rates Effective from the first pay period commencing on or after 12 April 2026

Classification	Weekly Rate \$ per Week	Ordinary Rate \$ per Hour	Afternoon Shift Rate \$ per Hour	Time & Half Rate \$ per Hour	Double Time Rate \$ per Hour	Casual Hire Rate \$ per Hour
Level 1	1021.19	26.87	30.90	40.31	53.75	33.59
Level 2	1095.48	28.83	33.15	43.24	57.66	36.04
Level 3	1166.94	30.71	35.32	46.06	61.42	38.39
Level 4	1252.46	32.96	37.90	49.44	65.92	41.20
Level 5	1269.14	33.40	38.41	50.10	66.80	41.75
Level 6	1341.52	35.30	40.60	52.95	70.61	44.13
Level 7	1438.20	37.85	43.52	56.77	75.69	47.31
Level 8	1502.03	39.53	45.46	59.29	79.05	49.41

Schedule 2 – Classifications

Level 1

Employees at this level perform routine cleaning duties, exercise minimal judgement and work to defined work procedures.

Employees undertake training that includes Company information, Occupational Health and Safety requirements, basic Quality Control/Assurance, Standard Operating Procedures and documented Work Instructions.

Positions within the scope of this level include:

- Cleaners

Level 2

Employees at this level perform tasks using a more extensive range of skills, knowledge and decision making beyond that required in Level 1.

An Employee at this level:

- Works under routine or direct supervision dependent upon the level of work experience of the employee
- Is responsible for the quality of his/her work
- Operates basic machinery and equipment
- Is expected to exercise some discretion and control within their principal function.
- Have an understanding of basic Quality Control/Assurance procedures
- Work in team environments
- Operate flexibility within their principal function.

Positions within the scope of this level include:

- General Hands
- Meat Packer I, (undergoing training up to 6 months)

Level 3

Employees at this level perform tasks using a more extensive range of skills, knowledge and decision making and exercise additional discretion beyond that required in Level 2.

An employee at this level must:

- Be responsible and accountable for their own work, which is performed within established guidelines.
- Have a sound working knowledge of Meat Handling, Processing and Quality Control/Assurance.
- Have knowledge of, and perform to customer's specific requirements.
- Use all relevant tools and equipment
- Assist, to a limited degree, the on the job training of lower level employees
- Need to work in a team environment
- Operate flexibility within their principal function.

Positions within the scope of this level include:

- Meat Packer II
- Store person
- Team Leader or Leading hand for Levels 1 & 2 employees

Level 4

Employees at this level perform tasks using a more extensive range of skills, knowledge and decision making and exercise additional discretion beyond that required in Level 3.

An employee at this level must:

- Have a working knowledge of food safety, relevant standards and the audit process.
- Apply food and hygiene standards
- Collect data and keep accurate records.
- Have an understanding of the production process, risks and hazards
- Understand labelling and associated standards
- Conduct quality checks and provide reports
- Possess knife skills and receive on and off the job training in line with Certificate III Meat Processing

Positions within the scope of this level include:

- Beef Slicer – in training
- Quality Coordinator
- Quality Systems Assistant
- Administration Support

Level 5

Employees at this level perform tasks using a more extensive range of skills, knowledge and decision making and exercise additional discretion beyond that required in Level 4.

An employee at this level must:

- Have experience to allow the performance of work within the scope of this level.
- Be responsible and accountable for his/her own work.
- Have a detailed knowledge of Meat Handling, Processing and Quality Control/Assurance.
- Responsible for assessing the quality of their work, insuring quality and/or customer requirements are met.
- Assist in the on-the-job training of level 4 employees or below
- Need to work in a team environment
- Work under minimal or no supervision.
- Operate flexibility within their principal function.
- Rostering of staff
- Staging of raw materials and ingredients

Positions within the scope of this level include:

- Beef Slicer – Fully Qualified
- Butcher
- Quality Assurance Officer
- Team Leader or Leading hand for Level 4 employees or below
- Advanced Administration

Level 6

Employees at this level perform tasks using a more extensive range of skills, knowledge and decision-making authority and exercise additional discretion beyond that required in Level 5.

An employee at this level must:

- Be able to competently perform all tasks and train other staff in those tasks
- Be responsible for assessing the quality of their own and others work
- Has an overall knowledge and understanding of the operating principles and systems, undertaken by employees at Level 5 and below.
- Provide technical guidance, advice and supervise work groups.
- Possess workplace trainer and assessor qualifications and/or equivalent
- Support senior staff with production efficiency analysis and recommendation
- Extensive meat standards knowledge
- Be responsible for meat quality standards from external providers
- Liaise with external organisations regarding quality standards

Positions within the scope of this level include:

- Beef Boner/Slicer – Fully Qualified
- Team leaders or leading hands who manage up to Level 5 employees Inventory Management and Coordination
- Workplace Trainer & Assessor
- Quality Assurance Inspector

Level 7

An employee at this level has:

- Trade qualifications and or equivalent
- An ability to train and assess individuals and groups
- Assess capability and provide certification
- Certificate level training, “train the trainer or equivalent”
- Coordinates assessment
- Reviews work instructions and standard operating procedures
- Creates training schedules and conduct training needs analysis
- Holds specific meat standards qualifications
- Conducts quality assessments at a level above that of Level 6
- Conducts quality analysis beyond a Level 6 employee
- Liaises with external providers regarding quality standards

Positions within the scope of this level include:

- Workplace Trainers
- Quality Assurance Officer

Level 8

An employee at this level has: -

- Responsibility for a specific group of people
- Managers or oversees more than one production line or area
- Managers multiple products
- Monitors Team Member performance
- Provides direction and manages team members at Level 7 and below
- Contributes to continuous improvement programs
- Ensures quality and safety standards are maintained
- Provides training and creates development plans for team members

Positions within the scope of this level include:

- Supervisors who manage up to Level 7 employees
- Line Leaders