

ENTERPRISE AGREEMENT

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THE
DENILIQVIN
ABATTOIR
ENTERPRISE
AGREEMENT

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THE ENTERPRISE AGREEMENT

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TITLE OF THE AGREEMENT

This Agreement may be referred to as the Deniliquin Abattoir Enterprise Agreement.

PARTIES TO THE AGREEMENT

The enterprise agreement is made in accordance with the provision of section 115-142 of the Industrial relations Act 1991. The parties to this enterprise agreement are Famicorp Pty Ltd ACN 003 729 646 and the duly elected Works Committee.

THE ENTERPRISE

This Agreement is made for the Enterprise, Deniliquin Abattoir , Abattoir Road, Deniliquin. NSW. 2710.

OCCUPATIONS

The occupations covered by this agreement are:

- Slaughter Person
- Temporary Promoted Slaughter Person
- Slaughter Labourer
- Packer/Labourer
- Boner
- Stunner
- Bungholer
- Scalper
- Forklift Driver
- Loaders
- Stock persons

INTENTION

This agreement shall only apply to employees in the occupations identified, situated at Deniliquin Abattoir, Abattoir Road, Deniliquin NSW 2710.

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PREAMBLE

- 1.1 The Deniliquin Abattoir had for sometime prior to purchase by Famicorp been closed as it was considered to be not viable as a commercial proposition.
- 1.2 The buildings, equipment, facilities and other improvements on the property comprising the Deniliquin Abattoir have suffered through lack of maintenance and capital expenditure.
- 1.3 Since purchase by Famicorp Pty Limited the Abattoir has been substantially upgraded and Famicorp has expended large sums and intends to continue to expend large sums to make the Abattoir of a size and standard so as to make it commercially viable and thereby providing security of employment.
- 1.4 It is acknowledged and agreed that the improvements already made to the Abattoir since its purchase by Famicorp could not have taken place without a great deal of co-operation between management and employees and a great deal of effort and goodwill on behalf of both parties.

1.5 The enterprise by its nature is subject to the vagaries of world markets, weather conditions, availability of stock, world market prices for other goods such as wool and numerous other conditions which neither Famicorp's management nor the workers can control and accordingly it is understood by both parties that the management of Famicorp requires substantial flexibility in its workforce and the conditions under which the workforce operates in order to continue the operations of the Enterprise and the projected upgrading and expansion of the Enterprise.

2. THE AGREEMENT

TRADES & OCCUPATIONS DEFINITIONS

- 2.1 The trades or occupation to which this Agreement relates are set out in section entitled under occupations and defined below;
- (a) Slaughter Person ; A Slaughter Persons duties shall be, Sticking, Skinning and papering hind legs, skinning forelegs, Flanking and thumbing up, Punching off skins, Gutting and Removing pluck.
 - (b) Temporary promoted slaughter Persons ; See duties for slaughter Persons in (a) above.
 - (c) Slaughter Labourer ; duties include Trimming, Washing with high pressure spray, Pushing carcasses, Insert spreaders, change from shackle to fixed or long hook, Changing legs, Wrapping or shrouding carcasses, Placing in hanging ground and chillers, Pushing through doors of freezers on day of killing, Penning up, Splitting heads, Dagging and any other labouring duties (including use of knife or chopper) incidental to or associated with operation of mutton slaughterhouse.
 - (d) Packer / Labourer; Duties include Pushing carcasses from chillers to boning room. Taking meat, fat and bones away from boners, Wrapping meat, Packing cartons, Assembling cartons, Weighing and labelling cartons, Stacking cartons on pallets and placing pallets in chillers and any other labouring duties associated with the operation of a mutton boning room.
 - (e) Boner; Duties include all procedures to remove meat from bone.
 - (f) Stunner; Duties include operation of restrainer belt and to render sheep unconscious prior to sticking.
 - (g) Bungholer; Frees anus from connecting tissues.

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- (h) Scalper; Removes the skin from the carcass by cutting down over scalp to the nose.
- (i) Forklift driver; All duties requiring operation of forklift.
- (j) Loaders; Places strapping around cartons, stacks cartons and transfer to storage. Despatches stock and loads stock onto refrigerated transport. Completes all documentation and keeps record of all stock movement.
- (k) Stock persons; Unload sheep from transports.
Driving of sheep from property to abattoir where necessary.
Penning up of sheep, feeding sheep.
Recording sheep numbers and reconciling with transport documentation.
Liaise with Rural Lands Protection Board and other statutory authorities to ensure compliance with all relevant legislation.

INCIDENCE

- 2.2 The agreement shall regulate totally the terms and conditions of employment previously regulated by the Butchers' Wholesale (Country) Consolidated Award.

DISPUTES/GRIEVANCE HANDLING PROCEDURES

- 2.3 This procedure will cover both individual and collective grievances.
Stages of the procedure are :-

1. Employee notifies the employer (in writing or otherwise) as to the Substance of the grievance, requests a meeting with management And states the remedy sought.
2. Discussion held between employee (and representative) and first Line manager.

If matter is not resolved

3. Employee (and representative) confers with senior manager.

If matter is not resolved

4. Joint meeting with more senior management representative.

If matter is not resolved

5. Referral to a mutually agreeable third party for mediation.

If matter is not resolved

6. Referral to the NSW Industrial Relations Commission.

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2.4 This Agreement shall operate from the date of registration and shall remain in force for a period of two (2) years unless varied or terminated earlier by the provisions provided by the act.

2.5 This Agreement prevails over the provisions of the Butchers' Wholesale (Country) Consolidated Award, Industrial Agreement or order of the Industrial Commission of New South Wales that deals with the same matters dealt with by this Agreement.

CONDITIONS OF EMPLOYMENT

2.6 The conditions of employment fixed by this Agreement are set out below:-

3. **HOURS AND STARTING TIMES**

3.1.1 The ordinary hours of work shall be an average of thirty eight (38) per week over any period exceeding a week and up to and including any period of 365 days and subject to the provisions herein contained not exceeding eight (8) hours per day.

3.1.2 Subject to the specific provisions hereinafter contained, the average thirty eight (38) hour week shall be worked so that the number of ordinary hours of work that may be worked by an employee shall not exceed eight (8) hours during any consecutive twenty four (24) hours or forty (40) hours per week or eighty (80) hours in fourteen (14) consecutive days or one hundred sixty (160) hours in twenty eight (28) consecutive days. For the purposes of the average thirty eight (38) hour week the employer shall credit an employee with a leisure time credit of two hours

3.2.3 Any overtime required to be worked by an employee not commencing within one (1) hour of the conclusion of his or her ordinary hours of work shall be a minimum of two (2) hours.

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3.2.4 It is an essential condition of employment that employees shall work reasonable overtime to meet the production requirements of the abattoir and in any event shall work up to a maximum of two (2) hours overtime on any day so required by the employer.

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3.2.5 Employees who are paid bonuses for production or on a tally system shall be paid at overtime rates for overtime worked or bonus or tally payment which ever is the greater but not both and shall not be obliged to work in excess of nine (9) hours of ordinary work in any one twenty four (24) hour period.

3.2.6 For the purpose of giving effect to the previous subclause, sticking shall commence ten (10) minutes prior to starting time and shall conclude fifteen (15) minutes prior to finishing time (including any overtime).

3.2.7 Notwithstanding anything elsewhere contained in this agreement an employer and employee may mutually agree to time off in lieu of the payment of overtime and time off shall be granted to the employee by mutual agreement paid at the rate of pay proportionate to the overtime rate forfeited or the equivalent time off paid at the ordinary time rate of pay which equals such time if or any other way agreed by the parties. If no agreement is reached overtime shall be paid in the normal manner.

(This clause is the same as clause 9 (xii) of the award.)

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HOURS AND PAYMENTS FOR SHIFT WORK

3.3.1 No shift penalties will be paid.

LOADERS HOURS

3.4.1 The ordinary hours for loaders shall be an average of thirty eight (38) hours per week worked in any manner and at any time the employer and the circumstances shall necessitate. In the event that no loading is required at any given time during a loaders shift it is open to the employer to assign such other task to the loader as he thinks fit. Provided that if such task is in a higher paid category the loader shall be paid in accordance with the higher rate of pay for any period he or she is so engaged.

3.4.2 Where a loader has worked sixteen (16) consecutive hours he / she shall rest for a period of not less than eight hours before performing further work.

3.4.3 Smoke-oh of ten (10) minutes in every four (4) hours worked shall be allowed and paid for as working time.

STOCK PERSONS HOURS AND DOG ALLOWANCE

3.5.1 The hours of stock persons shall be the same as for loaders.

3.5.2 Where penner - up or stock persons work with their own dogs they shall be paid \$4.50 per dog per week to a maximum of three (3) dogs.

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MEAL BREAKS

3.6.1 A period of half (½) an hour shall be allowed for a meal break at a time to be established by the employer provided that no more than five (5) hours and fifteen (15) minutes shall be worked without a meal break unless otherwise agreed. Provided that the employer may require the employees to take the meal break up to forty five (45) minutes earlier or one (1) hour later than the usual hours if the circumstances (such as interruption to production) so dictate.

3.6.2 An employee required to work overtime in excess of two (2) hours shall be allowed thirty (30) minutes for a meal break and unless given twelve (12) hours or more prior notice of the overtime, shall be paid a meal allowance of \$6.00.

REST PERIODS (SMOKE - OHS AND LAPS)

3.7.1 A period of twenty (20) minutes (paid for as working time) shall be allowed to the employee in the first period of five (5) hours worked by the employee at a time to be agreed by the parties and failing agreement during any part of the third (3) hour of the five (5) hour period at the employer's discretion.

3.7.2 A period of twenty (20) minutes (Not paid for by the employer) shall be allowed to the employee in the second period of five (5) hours worked by the employee at a time to be agreed by the parties and failing agreement during any part of the third (3) hour of the five (5) hour period at the employer's discretion.

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3.7.3 A period of five (5) minutes each shall be allowed to those persons required to use a knife for the purpose of sharpening of that knife (to be paid for as working time)

at the following times:-

3.7.3.1 Between commencement and first smoke - oh.

3.7.3.2 Between first smoke - oh and meal break.

3.7.3.3 Between the meal break and the second smoke - oh.

3.7.3.4 Between the second smoke - oh and finishing time.

3.7.3.5 Definitions:- Smoke-oh is a rest period to be taken as stipulated above.
- Laps are five minute periods, during which production ceases
And is solely for the purpose of sharpening knives.

PROVIDED THAT No such break shall be allowed where less than one (1) hour has been worked since a meal break, smoke - oh or sharpening period has occurred.

WAITING TIME

3.8.1 As per clause 12 of the Butcher's Wholesale (wholesale) Award.

3.8.2 If any interruption of work from any worker, occurs within one (1) hour (forty five (45) minutes in the case of a meal break) of the commencement of a normal rest period, meal break or sharpening period the employer may direct that such smoke-oh, meal break or sharpening period shall be taken forthwith.

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4. **WORKING IN COLD TEMPERATURES**

- 4.1 It is acknowledged that employees employed to work in artificially reduced temperatures are aware of the nature of the work before they are so employed and no additional payments shall be made in excess of the basic rates of pay hereinafter set out.
- 4.2 The employer shall provide freezer gloves and safety hats for employees thus engaged and the employees shall provide such other clothing as is necessary or they may require.

5. **TEMPORARY PROMOTED SLAUGHTER PERSONS**

- 5.1 Definition: - A slaughterhouse labourer who has been selected to be trained as a slaughter person and who has been certified by the employer as so selected shall be termed a temporary promoted slaughter person (TPS) and shall be paid at that rate until he is promoted to the status of a slaughterman or has been advised by the employer that he is not considered to be capable of reaching the necessary standard of a slaughter person.
- 5.2 In the event that the employer shall notify a TPS that he is not considered capable of reaching the necessary standard of a slaughter person then upon presentation by him or her of a request signed by no less than 65 % of the slaughter persons then employed in the establishment, the employer shall review its decision and if considered appropriate extend that TPS's training period at its discretion.
- 5.3 In the event that the employer shall again notify the TPS that he or she is not considered to be capable of reaching the necessary standard of a slaughter person, Then the TPS shall no longer hold the position of TPS and the employer shall not again be required to reconsider its decision.
- 5.4 A TPS shall not participate in the overs payments hereinafter set out for Tally slaughtering.

6. **SLAUGHTER PERSONS DUTIES**

- 6.1 Slaughter persons may be called upon to perform all or any of the tasks set out in clause 11 of the Award.

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7. **SLAUGHTERING AND BONING TALLIES**

- 7.1 The minimum number of animals to be killed per slaughter person or boned per boner per day shall be ninety (90).
- 7.2 The speed of all mechanical chains shall be controlled by the employer.
- 7.3 It is acknowledged that the weight of the animals treated varies considerably and that although some sheep are overweight some others are substantially underweight and accordingly it is agreed that no additional or reduced payment shall be made in relation to weight variations.
- 7.4 Where rams are being slaughtered or boned they are to be counted as one animal for each ram but paid for at the rate of \$2.00 per ram.
- 7.5 Employees during the working hours set out in this agreement shall kill, dress or bone such number of animals in excess of the minimum as the employer may require.

8. **PENALTY STOCK OR OBJECTIONABLE WORK**

- 8.1 Except as herein before provided no penalty stock as referred to in the award shall apply to this agreement.
- 8.2 No additional payment shall apply to objectionable work and when such is required the employer shall where practicable rotate such work among eligible employees.

9. **OVER RATE - SLAUGHTER PERSONS AND BONERS**

- 9.1 Slaughter persons employed on any day slaughtering stock on the killing floor shall be entitled to additional payment for all stock killed in excess of daily tally at the rate of one dollar and fifty cents (\$1.50) per animal calculated as follows.

$$\text{Daily over rate} = \frac{A - (90 \times B)}{B} \times 1.50$$

9.2 Boners employed at boning on any day in the boning room shall be entitled to additional payment for all carcasses boned in excess of 90 at the rate of one dollar and fifty cents (\$1.50) per animal for boneless and one dollar and thirty cents (\$1.30) per animal for bone in calculated as follows : -

Bone - in

$$\text{Daily over rate} = \frac{A - (90 \times B) \times 1.30}{B}$$

Boneless - boners at boning table

$$\text{Daily over rate} = \frac{A - (90 \times B) \times 1.50 \times Y}{C}$$

- Boners at back rail

$$\text{Daily over rate} = \frac{A - (90 \times B) \times 1.50 \times Z}{D}$$

Variables:

- A - number of carcasses treated per day.
- B- number of boners or slaughterman as applicable.
- C- number of boners employed at table in boning room.
- D- number of boners employed at back rail in boning room.
- Y- 0.625 or such other figure as the committee from time to time shall inform the employer.
- Z- 0.375 or such other figure as the committee from time to time shall inform the employer.

Z + Y SHALL ALWAYS EQUAL ONE (1)

9.3 Slaughter persons and / or Boners shall only be entitled to participate in overs payment if they have performed a minimum of four (4) hours work on the respective tasks. Nothing in this sub - clause shall reduce the amount of overs paid by the employer.

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10. RATES OF PAY

10.1 The minimum rate of pay for forty (40) ordinary hours of any classification shall be as follows :-

<u>Classification</u>	<u>\$ per week</u>
Slaughter Person	\$414.47
Temporary promoted slaughter persons	\$414.47
Slaughter Labourers	\$370.89
Packer / Labourer	\$365.15
Boner	\$391.93
Stunner	\$414.47
Bungholer	\$414.47
Scalper	\$414.47
Forklift Driver	\$370.89
Loaders	\$365.15
Stock persons	\$370.89

10.2 Regular casual employees and daily employees shall be paid for the number of hours worked at the weekly rate divided by forty (40) multiplied by the number of hours worked plus 12.5 % of such amount. Provided that once work has actually commenced he or she shall be paid for a minimum of two (2) hours. Provided further that any time worked in excess of eight (8) hours in any sixteen (16) hour period shall be paid for as overtime.

10.3 Part - time employees shall be paid 1/40 th of the weekly rate herein set out for the relevant classification for each hour worked.

10.4 Slaughter persons may be employed on other tasks but shall be paid at the rate applicable to their usual classification on any such day employed.

11. JUNIORS

11.1 Juniors shall be paid the award rate of pay plus eight (8) per centum.

11.2 Juniors may be employed on tasks usually performed by adults and in such event, as long as they perform such tasks as an adult would, they shall be paid at the adult

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12. LEARNERS

- 12.1 The employer shall be responsible for the training of learners as slaughter persons and boners and shall do so as he from time to time deems fit.
- 12.2 The employer has in place a training program which all parties acknowledge is satisfactory and causes minimum interruption to tally workers.

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13. TERMS OF EMPLOYMENT

- 13.1 Employees shall be employed in one or other of the categories set out hereunder and shall be notified within one week of this agreement coming into force or if a new employee at the beginning of employment and before commencing work, under which category he is employed.
- 13.2 Weekly employee : - Employed (full time or part time) and paid by the week and except in the cases set out under "Summary dismissal", his or her employment may be terminated by one week's notice on either side given on any working day with the right to the payment or forfeiture of one week's wages in lieu thereof.
- 13.3 Regular casual employees : - A daily employee employed on a casual rate of pay who is required to present him / herself for work each day unless otherwise notified prior to starting time.
- 13.4 Daily employee : - An employee who is employed for a day or part thereof
- 13.5 Where the employer gives notice of termination to a weekly employee and immediately after the expiration of such notice engages the same employee as a regular casual employee then for a period of five (5) days thereafter such employee shall be entitled to payment as a regular casual employee but with an increase in the casual loading from 12.5 % to 15 % for that five (5) day period.

14. SUMMARY DISMISSAL

- 14.1 The employer may dismiss an employee immediately and without notice or payment in lieu thereof if in the reasonable opinion of the employer the employee.

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- 14.1.1 Is guilty of misconduct which caused or may have caused injury to persons or property in or about abattoir
- 14.1.2 Is guilty of neglect of duty.
- 14.1.3 Is affected by alcohol or prohibited substances while on the abattoir premises.
- 14.1.4 Takes sick or compassionate leave without proper grounds to do so.

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15. **MEANS OF PAYMENT**

- 15.1 Employees shall be paid on the same day each week as shall be determined by the employer and notified to the works committee (preferably Friday) and shall include all monies earned up to two (2) days (or less) preceding the day of payment
- 15.2 Payment shall be made by transfer unless otherwise agreed between the employer and the work's committee or the employer and individual employees.

16. **SICK LEAVE**

- 16.1 A weekly employee who, in his current employment with the employer, is unable To attend for duty in his ordinary working hours by reason of personal illness or personal incapacity (excluding illness or incapacity resulting from injury within the workers Compensation Act) received in the said employment, shall be entitled to be paid for such non -attendance at the rates set out in clause 10 hereof divided by forty (40) subject always to the following conditions : -
 - 16.1.1 He or she notifies the employer not less than half (1/2) an hour before his or her scheduled start time of his or her inability to attend for work and giving a best estimate of the anticipated duration of such non - attendance and keep the employer apprised of any change in that estimate.
 - 16.1.2 He / she shall notify the employer of his or her intention to resume work after absence, no later than one (1) hour prior to the ceasing time of plant operation on the working day before the day of intended resumption of work.

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16.1.3 If at the time of such notification pursuant to 16.1 the employer requests a medical certificate be produced, the employee fails to produce such certificate upon the next day that such employee returns to work.

16.1.4 He / she shall prove to the satisfaction of the employer that he /she was unable, on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.

16.1.5 For the purpose of ascertaining whether or not an employee is or has been ill and the particulars thereof the employee shall submit to an interview and or a medical examination (by a person or medical practitioner appointed by the employer at the employer's expense) if so required by the employer.

16.1.6 The maximum amount of payment to which an employee is entitled pursuant to this clause shall be an amount equivalent to five (5) days of eight (8) ordinary hours at the rates set out in clause 10 hereof.

16.1.7 Subject to any future agreement that may be entered into by the parties the rights under this clause shall accumulate from year to year for a maximum of five (5) years from the year in which such entitlement accrued.

X 16.1.8 In the event that no agreement is reached at the expiration of this agreement any entitlement pursuant to this clause shall be paid to the employee.

16.1.9 Service before the date of coming into effect of this agreement shall NOT be counted as service for the purpose of qualifying hereunder.

17. COMPASSIONATE LEAVE

17.1 The terms of clause 31 of the Award shall apply.

18. ANNUAL LEAVE

18.1 For the purposes of annual leave pursuant to the Annual Holidays Act Rates of pay shall be in accordance with clause 10 hereof.

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19. ANNUAL LEAVE LOADING

- 19.1 This clause applies only in relation to annual holidays to which employees shall become entitled pursuant to this agreement.
- 19.2 Before an employee is given his or her annual leave or part thereof then the employer shall pay the employee a loading in accordance with this clause provided that where the leave is taken in advance the loading may be paid on the date upon which it will become due.
- 19.3 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Annual Holidays Act or where such a holiday is given and taken in separate periods, then in relation to each such period.
- 19.4 The loading is the amount payable for the period or separate period, as the case may be, stated in the previous sub - clause, at the rate of 17.5 % of the appropriate rate set out in clause 10 hereof for the classification in which the employee was employed immediately prior to commencing his / her holiday period.
- 19.5 Where the abattoir, or part of it, is temporarily closed for the purpose of maintenance, or to build up stock numbers due to stock shortages, employees who are entitled, under the act, to an annual holiday may be required by Famicorp Pty Ltd to take such leave at that time.
 - 19.5.1 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (19.4) of this clause;
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid, in addition to the amount payable to him/her under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52."
- 19.6 When the employment of an employee is terminated by the employer for a cause other than those set out in the clause headed "SUMMARY DISMISSAL" and at

the time of termination the employee has not been given and has not taken the whole of the annual leave to which he or she became entitled he / she shall be paid a loading calculated as hereinbefore set out for the period not taken.

19.7 Except as provided in the immediately preceding sub - clause, no loading is payable on the termination of an employee's employment.

20. **LONG SERVICE LEAVE**

20.1 As set out in the Long Service Leave Act, 1955.

21. **HOLIDAYS**

21.1 The following days shall be holidays for the purpose of the agreement : New Year's Day, Australia Day, Good Friday, Anzac Day, Easter Monday, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and the First Monday in November. These days may be substituted by any other day by agreement between the committee and the employer.

21.2 A weekly employee shall be entitled to be paid for holidays falling on a working day pursuant to this clause PROVIDED THAT he or she shall have worked on the working day immediately preceding and on the working day immediately after such holiday.

21.3 Rates of pay for such holidays shall be the appropriate rate set out in clause 10 hereof.

21.4 Employees required to work on any such holiday shall be paid double time for the hours so worked.

21.5 Employees employed in classification other than weekly are not entitled to payment for holidays under this clause.

22. **SUNDAYS**

22.1 Clause 33 of the award shall not apply.

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23. **WORKING KIT**

- 23.1 The employer shall provide to labourers required to use a knife, a working kit comprising knife, pouch, steel, chain and apron.
- 23.2 The employee issued with a working kit as set out above is responsible for the maintenance of same and shall not be entitled to a replacement without paying the cost thereof unless he or she shall produce the corresponding article last issued to him / her.
- 23.3 The working kit remains the Property of the employer must be returned to the employer upon termination of the employment

24. **PROTECTIVE CLOTHING AND FIRST AID**

- 24.1 The employer shall keep a well stocked first aid kit upon the premises for the use of employees, and the employee shall notify the Leading hand should they notice that such stocks are falling low.
- 24.2 The employer now provides certain protective clothing of which all parties are aware and shall continue to provide the same. Where such protective clothing is Issued to an employee he / she shall wear the same whenever they are upon the abattoir premises.

25. **FACILITIES**

- 25.1 Subject to the provisions of Factories , Shops and Industries Ac 1962, the employer shall provide for the use of his employees : -
 - 25.1.1 A dressing room containing hot and cold showers and locker facilities (the male and female area being separate)
 - 25.1.2 Facilities for boiling water and provision for heating food for meals at rest periods.
 - 25.1.3 A Dining area

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25.1.4 The employees shall co - operate with the employer in keeping such areas in a clean and sanitary condition.

26. **LAUNDERING OF CLOTHES**

26.1 Where an employee is required to wear clean outer garments or head covering Pursuant the Export (meat) regulations such garments shall be supplied and regularly laundered by the employer at the employer's own cost.

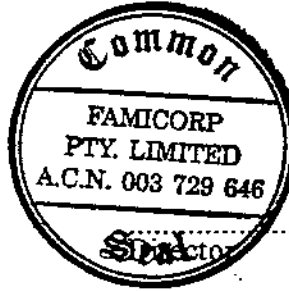
26.2 Other than herein contained clause 37 of the Award shall not apply.

27. **DURESS**

27.1 This agreement was not entered into under duress by any party to it.

Signed by or on behalf of the parties

The common seal of Famicorp Pty Ltd A.C.N. 003 729 646 was here unto affixed by order of the board and in the presence of:



[Handwritten signature]

Director

Signed by the Works Committee in the presence of:

[Handwritten signature]

Witness

JOHN HARVIE
(Justice of the Peace)

[Handwritten signature]
[Handwritten signature]
John Hickey
D. Curran
A. Murphy
[Handwritten signature]
[Handwritten signature]

Works Committee

THIS *Twenty Ninth* DAY OF *September*, 1995