



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

CSF Proteins Pty Ltd
(AG2020/964)

CSF PROTEINS LIMITED - PRODUCTION EMPLOYEES - ENTERPRISE AGREEMENT - 2020

Meat Industry

COMMISSIONER CIRKOVIC

MELBOURNE, 28 APRIL 2020

Application for approval of the CSF Proteins Limited - Production Employees - Enterprise Agreement - 2020.

[1] An application has been made for approval of an enterprise agreement known as the *CSF Proteins Limited - Production Employees - Enterprise Agreement – 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by CSF Proteins Pty Ltd. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[3] The Australian Meat Industry Employees Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- Clause 18.6;
- Clause 24.1.3; and
- Clause 34.6.

[5] However, noting clause 6.3 of the Agreement, I am satisfied that the beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] I note that clause 3 of the Agreement states that the date of commencement shall be from the first full pay period commencing on or after the date seven days from the date of approval which differs from the requirements of s.54(1) of the Act.

[7] The Agreement was approved on 28 April 2020 and, in accordance with s.54, will operate from 7 days from the date of approval of the Agreement, being 5 May 2020. The nominal expiry date of the Agreement is 24 March 2023.



COMMISSIONER

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**CSF PROTEINS PTY. LTD.
- PRODUCTION EMPLOYEES -
ENTERPRISE AGREEMENT 2020**

**Under the
FAIR WORK ACT 2009**

PART 1 - APPLICATION AND OPERATION

1. TITLE

This agreement shall be known as the CSF Proteins Limited - Production Employees - Enterprise Agreement - 2020.

2. ARRANGEMENT

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3. COMMENCEMENT DATE OF AGREEMENT AND PERIOD OF OPERATION

This Agreement will take effect from the first full pay period commencing on or after the date seven (7) days from the date of approval by the Fair Work Commission (“the FWC”) and shall nominally expire three years from the date on which it is approved by valid majority of Employees. .

4. COVERAGE OF THE AGREEMENT

This Agreement shall cover all employees as referred to in Clause 42 - Classifications - of this Agreement who are employed at the company’s premises at 1-9 Merino Street Laverton North 3026.

5. PARTIES BOUND

5.1. This Agreement is binding on:

5.1.1. CSF Proteins Pty. Ltd. (“the Company”) at 1-9 Merino Street Laverton North 3026, ABN 77 000 499 918.

5.1.2. All employees whether members of the Union or not, whose employment is, at any time when the Agreement is in operation, subject to the Agreement, and

5.1.3. Also covered is the Australasian Meat Industry Employees Union (“the Union”).

6. RELATIONSHIP WITH PARENT AWARD

- 6.1. This Agreement specifically operates to the exclusion of all industrial instruments, including Awards and Agreements that would otherwise be applicable to the employees (including any award-based transitional instruments and Modern Awards).
- 6.2. For the purposes of complying with the Better Off Overall Test provisions under the *Fair Work Act 2009* (Cth) ("Fair Work Act") the terms of this Agreement, on balance, do not result and would not result in any reduction in the overall terms and conditions of employment of the Employees subject to this Agreement in comparison to any applicable reference instrument relating to those Employees.
- 6.3. This Agreement shall be read and interpreted in conjunction with the National Employment Standards of the Fair Work Act ("the NES"). The terms of this Agreement apply in a manner that does not exclude the NES and therefore the NES provisions may be supplemented by the terms of this Agreement. Where there is any inconsistency between this Agreement and the NES, the more beneficial provisions to the Employee will apply.

7. ANTI DISCRIMINATION

- 7.1. It is the intention of the parties to this Agreement to achieve the principal object in s3 (e) of the Fair Work Act by allowing representation in helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 7.2. Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 7.3. Nothing in this clause is to be taken to effect:
 - 7.3.1. Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or
 - 7.3.2. An Employee, Company or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

PART 2 - PRODUCTIVITY, SAFETY AND CONTINUOUS IMPROVEMENT

8. SITE AIMS AND OBJECTIVES

8.1. The objectives of this Agreement are:

- 8.1.1. To recognise the contributions of all Employees to improvements in productivity and efficiency.
- 8.1.2. To provide wage increases to Employees.
- 8.1.3. To provide the Company with sufficient flexibility in order to increase the efficiency of its business and stability of employment.

9. OCCUPATIONAL HEALTH & SAFETY

9.1. The parties to the Agreement are committed to both the compliance with, and continuous improvement in, Occupational Health and Safety standards and work practices through the implementation of an organisational framework within the workplace which involves all parties in protecting workers' health and safety. Consequently, when at the workplace, all parties to this Agreement shall at all times:

- 9.1.1. take reasonable care for their own health and safety; and
- 9.1.2. take reasonable care for the health and safety of persons who may be affected by their acts or omissions at the workplace; and
- 9.1.3. co-operate and comply with respect to any action taken by the Company to comply with a requirement imposed by or under applicable workplace safety legislation.

9.2. In meeting these objectives, the parties have agreed to consider a broad agenda through the consultative processes established by the Agreement. Such an agenda will include:

- 9.2.1. continuous review of work and management practices affecting the interrelationship between efficiency, productivity and health and safety at the workplace level;
- 9.2.2. measures designed to increase efficiency which ensure safe and healthy operation and increased job satisfaction;
- 9.2.3. training issues including hazard specific and health and safety systems training; and
- 9.2.4. management of occupational health and safety through a comprehensive approach which aims to control hazards at source, reduce the incidence and costs of occupational injuries and illnesses, and to provide a rehabilitation system for injuries and illnesses which have occurred.

9.3. Provided that a breach of sub-clause 9.1 by either party is not taken to be a contravention of an enterprise agreement within the meaning of s.50 of the Fair Work Act.

9.4. Inoculations and Check-ups

- 9.4.1. All new employees shall receive all available inoculations to protect them against Zoonotic disease. Payment for these inoculations will be made by the Company.

10. TRAINING AND EDUCATION

10.1. Objectives, Commitment and Access to Training

10.1.1. The parties to this Agreement recognise that in order to increase efficiency, productivity and international competitiveness of CSF Proteins Pty. Ltd., a continuing commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) Developing a more highly skilled and flexible workforce;
- (b) Providing Employees with career opportunities through appropriate training to acquire skills; and
- (c) Removing barriers to utilisation of skills acquired.

- 10.1.2.** Training plans and programmes shall continue to be developed consistent with:
- (a) The current and future skill needs of the company;
 - (b) The implementation of agreed workplace changes at the workplace level.
- 10.1.3.** The parties agree that where Employees have difficulty with language, literacy and numeracy, which prevents them from undertaking proper training and/or accessing the skills-based career path, they will be provided with appropriate training to enable their effective participation.
- 10.1.4.** All Employees shall have equal opportunity to access training, to develop vocational knowledge and skills.

10.2. Attending Approved Training Courses

- 10.2.1.** In order to ensure the objectives of Clause 10.1 and sub-clause 10.1.4 are implemented, approved training courses shall be undertaken by the Employees of the Company. Wherever practicable, an approved training course shall be attended by Employees during their ordinary hours without loss of pay.
- 10.2.2.** In circumstances where it is not practicable for an Employee to attend an approved training course during ordinary hours, for such reasons as but not limited to:
- (a) the lack of availability of the approved training course during ordinary hours;
 - (b) the inability to cover the Employee's absence.
- the time spent in attendance at such approved training courses may be in substitution of the ordinary hours during the Employee's rostered ordinary shift/s in which case payment shall be made according to the rostered ordinary shift(s).
- 10.2.3.** On any day an Employee attends an approved training course in addition to working ordinary hours or overtime as prescribed by the Agreement, or because it is not practicable to substitute for the Employee's rostered ordinary shift/s in accordance with sub-clause 10.2.1 hereof, payment for all time spent in attendance at such approved training course shall be at overtime rates.
- 10.2.4.** The maximum payment for any time spent in attending an approved training course shall be eight hours on any day.

PART 3 - CONTRACT OF EMPLOYMENT

11. EMPLOYEE DUTIES

- 11.1. The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement and the Employee shall carry out such direction and shall comply with their conditions of employment.
- 11.2. All Employees shall record their daily times of beginning and ending work. Such means of recording shall be provided and maintained by the Company. Employees found deliberately falsifying their start and finish times, will be guilty of misconduct and subject to instant dismissal.

12. TYPES OF EMPLOYMENT

- 12.1. With the exception of casual employees, all employment shall be by the week.

12.2. Qualifying Period of Employment

- 12.2.1. Employment of an Employee (other than a casual) during the first six (6) months shall be on a probationary basis and may be terminated (unless circumstances justify summary dismissal) with one (1) week's notice or pay in lieu of notice in accordance with the NES. Thereafter, employment shall be by the week and terminated in accordance with Clause 34.
- 12.2.2. Qualifying employment forms part of an Employee's period of continuous service.

12.3. Full-Time Employment

A full-time employee is one who is employed as such, and who is ready and willing and available to work a week of 38 hours at the times and during the hours as may be mutually agreed between the Company and the Employee. In the absence of such agreement, the hours of work shall be at times and during the hours prescribed by the Company.

12.4. Part-Time Employment

- 12.4.1. An Employee may be engaged to work on a part-time basis involving a regular pattern of hours which average less than 38 ordinary hours per week.
- 12.4.2. A part-time employee must be engaged for a minimum of three consecutive hours a shift. In order to meet their personal circumstances, a part-time employee may request and the employer may agree to an engagement for less than the minimum of three hours.
- 12.4.3. Before commencing part-time employment, the Employee and Employer must agree in writing:
- (a) on the ordinary hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for the work; and
 - (b) on the classification applying to the work to be performed in accordance with Clause 42.
- 12.4.4. The terms of the agreement in clause 12.4.3 may be varied by consent in writing.
- 12.4.5. The agreement under clause 12.4.3 or any variation to it under clause 12.4.4 must be retained by the Employer and a copy of the agreement and any variation to it must be provided to the Employee by the Employer.
- 12.4.6. Except as otherwise provided in this Agreement, a part-time employee must be paid for the hours agreed on in accordance with clauses 12.4.3 and 12.4.4.
- 12.4.7. The terms of this Agreement will apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- 12.4.8. A part-time employee who is required by the Employer to work in excess of the ordinary hours agreed under clauses 12.4.3 and 12.4.4 must be paid in accordance with Clause 19 – Overtime.
- 12.4.9. Where the part-time employee's normal paid hours fall on a public holiday prescribed in the NES and work is not performed by the employee, such employee must not lose pay for the day. Where

the part-time employee works on the public holiday, the part-time employee must be paid in accordance with Clause 27.

12.5. Casual Employment

12.5.1. A casual employee means a person who is engaged by the hour and who is paid an additional loading of 25% of the ordinary hourly rate in lieu of entitlements for Annual Leave, Sick Leave, Public Holidays and other paid leave, excluding Long Service Leave. A minimum engagement period of 4 hours per day will apply on any day.

12.5.2. A casual worker shall be paid the ordinary hourly rate prescribed for a full-time employee plus the appropriate overtime penalty of a full-time employee for any time worked:

- (a) in excess of the same ordinary hours of work for the majority of employees in the same work area; or
- (b) on a Saturday, Sunday or Public Holidays; or
- (c) outside the normal spread of ordinary hours as prescribed in this Agreement.

12.5.3. The 25% casual loading is to apply on overtime, Saturday work, Sunday work and Public Holiday work.

12.6. In order to enhance job security, it is an objective of this agreement to maximise the use of permanent employment at the enterprise. Casuals may request to be converted into permanent employment after 6 months of regular and systematic engagement.

PART 4 - MINIMUM WAGES AND RELATED MATTERS

13. WAGE RATES

13.1. The following wage rates shall apply during the life of this Agreement as follows:

13.1.1. **Year 1 Rates:** - from the first full pay period commencing on or after 1 January 2020.

13.1.2. **Year 2 Rates:** - from the first full pay period commencing on or after 1 January 2021.

13.1.3. **Year 3 Rates:** - from the first full pay period commencing on or after 1 January 2022.

Classification Level	Year 1 Hourly Wage Rates (effective 1 January 2020)	Year 2 Hourly Wage Rates (effective 1 January 2021)	Year 3 Hourly Wage Rates (effective 1 January 2022)
Level 0	\$23.73	\$24.21	\$24.69
Level 1	\$24.20	\$24.69	\$25.18
Level 2	\$24.69	\$25.18	\$25.68
Level 2A	\$24.80	\$25.37	\$25.91
Level 3	\$25.92	\$26.44	\$26.96
Level 4	\$26.70	\$27.28	\$27.84
Level 4A	\$27.21	\$27.76	\$28.31
Level 5	\$27.36	\$28.14	\$28.76
Level 6	\$28.05	\$29.01	\$29.70

13.2. Casual employees will be paid an additional 25% for all ordinary hours worked as per clause 12.5.1 of this Agreement.

14. ALLOWANCES

14.1. Meal Allowance

14.1.1. The Meal Allowance (as provided for under sub-clause 14.6 of this Agreement) shall be payable on each occasion the employee is required to work on any day for more than one hour of overtime after the completion of ordinary time, except in the following circumstances:

- (a) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime; or
- (b) if the Employee is a Shiftworker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime; or
- (c) if the Employee is provided with an adequate meal by the Employer.

14.1.2. If an employee has provided a meal or meals on the basis that they have been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, they must be paid the prescribed Meal Allowance for the meal or meals which they have provided but which are surplus.

14.2. First Aid Allowance

- 14.2.1.** An employee who is appointed as a first aid attendant and who holds a current first aid certificate will receive an allowance as set out in sub-clause 1314.6 below.
- 14.2.2.** An employee, on being requested by the Company to obtain first aid attendant qualifications (St. John's Ambulance or equivalent) shall, on attaining such qualification, be reimbursed by the Company for the costs of approved books/manuals and other out-of-pocket expenses associated with completing the necessary training to achieve such qualification.

14.3. Enterprise Allowance

The enterprise allowance is paid in lieu of show day public holiday, cleaning bonus and heat allowance. An enterprise allowance, as set out in sub-clause 14.6 below, shall be paid to each employee for actual days worked during the Employee's ordinary working week.

14.4. Call In Allowance

- 14.4.1.** An employee 'called in' on short notice (less than 24 hours) from his or her home to commence work at a time which is not the employee's normal starting time shall be paid a "call-in" allowance as set out in sub-clause 14.6 below.
- 14.4.2.** An employee may refuse a call-in request as stated above. An employee who refuses a call-in request shall not be entitled to the allowance stated above.

14.5. Trainer's Allowance

Where the Employer requires an employee to act in a position where they are training others whilst performing his/her ordinary duties, such Employee shall be entitled to the Trainer's Allowance as provided for under Clause 14.6 below.

14.6. Table of Allowances

Allowance	Year 1 Rates (effective 1 January 2020)	Year 2 Rates (effective 1 January 2021)	Year 3 Rates (effective 1 January 2022)
Meal Allowance (per event)	\$14.86	\$15.16	\$15.46
First Aid Allowance (per week)	\$16.47	\$16.80	\$17.14
Trainer's Allowance (per shift)	\$5.70	\$5.82	\$5.93
Enterprise Allowance (per shift)			
Day shift	\$10.53	\$10.74	\$10.96
Afternoon shift	\$12.11	\$12.35	\$12.60
Night shift	\$13.16	\$13.42	\$13.69
Call-in allowance (per event)	\$21.05	\$21.47	\$21.90

15. SUPERANNUATION

- 15.1.** The Employer will make superannuation contributions in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended and in force from time to time.
- 15.2.** Each employee shall be entitled to nominate which Superannuation fund shall be used to receive Company superannuation contributions that are made for the benefit of the Employee in accordance with the Company's obligation under the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended and in force from time to time. Where an employee fails to nominate a compliant fund in accordance with this sub-clause, such superannuation contributions will be remitted to the "Default Fund".
- 15.3.** For the purpose of this Clause, the "Default Fund" shall be the *Meat Industry Employees' Superannuation Fund* which offers a MySuper product.
- 15.4.** An employee can make a "choice of fund" selection not more than once every twelve (12) months.

15.5. Payment of superannuation contributions by the Company shall be made on a monthly basis.

15.6. All other superannuation provisions shall be as determined by the *Superannuation Guarantee (Administration) Act 1992* (Cth), as amended and in force from time to time.

15.7. Additional Superannuation Contributions through Salary Sacrifice

15.7.1. Subject to law and to the governing rules of the relevant superannuation fund, an employee may, in writing, authorize the Company to pay on behalf of the Employee a specified amount from the pre-taxation wages of the Employee into the same superannuation fund as the Company makes the superannuation contributions for in sub-clause 15.1.

15.7.2. An employee may adjust the amount the Employee has authorized the Company to pay from the wages of the Employee from the first of the month following the giving of three months' notice to the Company.

15.7.3. The Company must pay the amount authorized under sub-clauses 15.7.1 or 15.7.2 no later than 28 days after the end of the month in which the deduction authorized under sub-clauses 15.7.1 or 15.7.2 was made.

16. PAYROLL DEDUCTIONS

At the request of any employee who is a member of the Union (by submitting a Payroll Deduction Authority Form), the Company shall deduct the appropriate amount of union dues from the Employee's pay and remit such dues to the Union at regular intervals.

17. ACCIDENT PAY

17.1. Definitions

For the purpose of this Clause and subject to the terms thereof the words hereunder shall bear the respective definitions set out hereunder: *Workers Compensation Act or Ordinance*. (the Act) means *the Workers' Compensation Act 1958-1972*, as amended from time to time of the *Accident Compensation Act* as amended from time to time as the case may be.

17.2. Injury

17.2.1. For the purpose of this Clause, injury shall mean an injury occurring at the place of employment but otherwise shall be given the same meaning and application as applying under the respective Accident Compensation Act or Ordinance applicable in the State or Territory of employment and no injury occurring at the place of employment shall result in the application of accident pay unless an entitlement exists under such respective Act or Ordinance.

17.2.2. In the case of the termination by the Company of an employee who is incapacitated and receiving accident pay, accident pay shall continue to apply subject to the provisions of this Clause except in those cases where:

- (a) the termination is due to serious and/or wilful misconduct on the part of the Employee; or
- (b) arises from a declaration of liquidation of the Company in which case the Employee's entitlement shall be determined by the appropriate State legislation.

17.2.3. In order to qualify for the continuance of accident pay on termination an employee shall, if required, provide evidence to his/her Company of the continuing payment of weekly workers' compensation payments.

17.2.4. Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then, subject to the following sentence of this sub-clause and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first three weeks. Provided that, as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration, no payment shall be made unless the Employee has been employed with the Company at the time of incapacity for a minimum period of one (1) month.

17.2.5. Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

- 17.2.6.** An employee on engagement may be required to declare all workers' compensation or accident pay claims made in the previous five years pursuant to the relevant Act, and in the event of false or inaccurate information being deliberately and knowingly declared, the Company may require the Employee to forfeit his/her entitlement to accident pay under this agreement.
- 17.3.** Subject to payment conditions outlined in this clause, an employee who qualifies for WorkCover will receive an amount equal to the difference between the total amounts received as WorkCover payments and the Employee's rate of wage for working ordinary hours.
- 17.4.** Payment under this clause is conditional upon the Employee accepting suitable work in accordance with the terms of any doctor's certificate issued in respect of the relevant accident. This may include work on duties or classifications different from the Employee's normal duties.
- 17.5.** Where an employee receives accident pay and such is payable for incapacity for part of a week, the amount shall be a direct pro-rata.
- 17.6.** No payment shall be made for any injury arising out of any accident where the injured Employee is knowingly in breach of, or refuses to comply with any statutory regulation, agreement provision, or any company policy, procedure or instruction relating to safe working practices.
- 17.7.** No payment shall be made in respect of any accident occurring away from the premises of the Employer between the time of commencement and the completion of work on any day, excepting accidents occurring during the performance of the Employee's duties.
- 17.8.** No payment shall be made in respect of any period of other paid leave of absence.
- 17.9.** The maximum period or aggregate of periods of accident pay to be made by the Company shall be a total of 52 weeks for any one injury.
- 17.10.** Where there is redemption of weekly compensation payments under the Act, the Employer's liability to pay accident pay shall cease as from the date of such redemption.
- 17.11.** Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

PART 5 - HOURS OF WORK AND RELATED MATTERS

18. ORDINARY HOURS OF WORK

18.1. The ordinary hours of work shall be an average of thirty-eight (38) ordinary hours per week and may be worked on any day or all of the days of week, Monday to Friday. Ordinary hours may be worked on Saturday and Sunday, subject to agreement between the Company and the majority of Employees concerned. Agreement in this respect may also be reached between the Company and an individual employee.

18.2. The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the Company between 6.00am and 6.00pm. The spread of ordinary hours (i.e. 6.00am to 6.00pm) may be altered by up to one hour at either end of the spread, by agreement between the Company and an individual employee. Any work performed outside the spread of hours is to be paid for at overtime rates.

18.3. Ordinary Hours on Saturday

Where an agreement is reached for a day worker to work ordinary hours between midnight on Friday and midnight on Saturday they shall be paid at ordinary time plus 50% Saturday Loading in lieu of the any applicable shift penalty (i.e. afternoon or night shift penalty).

18.4. Ordinary Hours on Sunday

Where an agreement is reached for a day worker to work ordinary hours between midnight Saturday and midnight Sunday they shall be paid at ordinary time plus 100% Sunday Loading in lieu of the any applicable shift penalty (i.e. afternoon or night shift penalty).

18.5. Rostered Day Off

18.5.1. The Company may require its Employees to work up to eight ordinary hours per day with the additional time in excess of 7 hours 36 minutes (7.6 hours), that is 24 minutes (0.4 hours) at ordinary rates plus 24 minutes (0.4 hours) aggregated for rostered day off, i.e. a full time employee may be required to work 40 ordinary hours per week, paid as 38 ordinary hours plus 2 hours at ordinary rate and 2 hours accrued as RDO time.

18.5.2. Rostered days off (RDOs) will fall due after 19 ordinary weekdays, Monday to Friday, including paid public holidays, paid annual leave, paid sick days, paid compassionate leave, paid workers' compensation and paid jury service.

18.5.3. Employees will be entitled to bank up to a maximum of nine (9) days. Entitlement in excess of nine days may be paid out at the request of the Employee if approved by the Company.

18.5.4. Employees who haven't accrued at least 7.6 hours will not be eligible for the day off.

18.5.5. RDO hours that are outstanding at the time of termination will be paid out. Negative balances will be credited back by reducing the termination payment accordingly.

18.6. Employee initiated request for flexible working arrangements

18.6.1. However, an employee who:

- (a) is a parent or has responsibility for the care of a child;
- (b) is receiving treatment for illness or injury

may request the Company for a change in working arrangements, such as change in hours of work or pattern of work, to assist the Employee to care for the child or attend treatment. Any flexible working arrangement must be dealt with in accordance with the flexibility clause (sub-clause 31.2.9) in this Agreement.

18.6.2. The request must:

- (a) only be initiated by the Employee;
- (b) be in writing; and
- (c) set out details of the change sought and the reasons for the change.

- 18.6.3.** The Company must give the Employee a written response to the request within 21 days stating whether the Company grants or refuses the request. The Company may refuse the request only on reasonable business grounds and these grounds must be detailed in the written response.

19. OVERTIME

- 19.1.** The Company may require any employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement.

- 19.2.** Permanent full-time employees will be offered overtime in preference to casual employees.

- 19.3.** A full-time Employee who works outside the ordinary hours on any one (1) day shall be paid at the rate of time and one half for the first two hours and double time thereafter based on the ordinary rate of pay, calculated on a daily basis.

- 19.4.** All overtime work performed on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.

- 19.4.1.** An employee required to work overtime on a Saturday shall receive a minimum of four hours' work or shall receive four hours' pay at the appropriate penalty rate, unless such overtime is continuous with rostered ordinary time.

- 19.5.** All work performed on a Sunday shall be paid at the rate of double time for all hours worked.

- 19.6.** An employee who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day, that the Employee has not had at least ten consecutive hours off duty between those times shall, subject to this sub-clause, be released after the completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working hours occurring during such absence.

- 19.6.1.** If, on the instructions of the Company, such an Employee resumes or continues work without having had such ten consecutive hours off duty, the Employee shall be paid at the rate of double time until they are released from duty for a break of at least ten consecutive hours.

- 19.6.2.** The Employee will not suffer loss of pay for ordinary hours during such absence.

- 19.6.3.** Recalled to work overtime, in accordance with clause 19.8, below, should not be regarded as overtime for the purpose of this clause.

19.7. Additional Breaks during Periods of Overtime Work:

- 19.7.1.** Two hours after the last break, an assessment will be made of what work remains to be completed. In the event that more than 3 hours of work is required then a 15 minute paid break will be taken two hours after the completion of the last break.

- 19.7.2.** An assessment of the work required will take place after the last break and whenever possible, 1 hour prior to the normal finish time.

19.8. Call Back

- 19.8.1.** An Employee who has left the Company's premises and is recalled to work overtime, shall be paid a minimum of four hours at the appropriate overtime rate, provided that such Employee presented for work as required.

- 19.8.2.** Where an employee is recalled to work overtime and such work is subsequently cancelled, the Employee will be entitled to payment for 4 hours' work at his/her ordinary time rate.

20. SHIFT WORK

The following shift work provisions will apply.

20.1. Definitions

- 20.1.1.** For the purpose of these provisions:

- (a) "Day shift" means a shift worked in accordance with the terms of Clause 18 of this Agreement, which forms part of a rostered shift system.
- (b) "Afternoon Shift" means any shift finishing after 6:00pm and at or before midnight.
- (c) "Night Shift" means any shift commencing before midnight and finishing after midnight and any shift commencing after midnight and before 6.00am.
- (d) "Rostered shift" means a shift of which the Employee concerned has had at least 48 hours' notice.
- (e) "Continuous Shiftwork" means work carried on with consecutive shifts of persons throughout the 24 hours of each day of the week without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the Employer.

20.2. Shift Work Ordinary Hours

- 20.2.1. The ordinary hours of work shall be an average of 38 per week for full-time employees.
- 20.2.2. The ordinary hours of work prescribed shall not exceed 12 hours on any day. In any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Company and the majority of employees in the plant or section or sections concerned.
- 20.2.3. Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.
- 20.2.4. The times of commencing and finishing shifts once having been determined may be varied by agreement between the Company and the majority of employees concerned to suit the circumstances of the establishment or in the absence of agreement, by seven days' notice of alteration given by the Company to the Employees
- 20.2.5. Employees are required to participate in a shift handover of 10 minutes prior to the commencement time of their rostered shift. The handover must take place on the plant or in the main control room. The applicable penalty rate for overtime (as per Clause 19) will be paid for this 10 minute shift handover period. If the Employee is absent from their shift, this additional payment will not apply.

20.2.6. Shift Allowances

Afternoon Shift	=	15% shift loading
Rotating Night Shift	=	25% shift loading
Permanent Night Shift	=	30% shift loading

20.3. Saturday Shifts

- 20.3.1. In a system of non-continuous shift work where night shift commences on Monday night and ends on Saturday morning, the hours worked by that night shift between midnight on Friday night and the completion of that shift on Saturday shall be paid for at single time rates plus the relevant night shift allowance.
- 20.3.2. Subject to sub-clause 20.3.1 hereof, an ordinary shift the major portion of which is worked on a Saturday shall be paid for at time and one half rates. Such extra rate shall be in substitution for shift allowances as prescribed elsewhere in this Agreement.

20.4. Sunday and Public Holiday Shifts

- 20.4.1. Shift workers (other than night shift workers) for all time worked on a Sunday or Public Holiday shall be paid at the rates prescribed for such work in this agreement.
- 20.4.2. Where a night shift commences on a Public Holiday, the time so worked for that shift shall entitle the Employee to the Holiday rate.

20.4.3. Where a night shift Employee is not required to work on an ordinary shift commencing on a public holiday, they shall be paid double time for all hours worked on the public holiday from the previous shift, e.g. If a night shift Employee is not required to work on Good Friday but works Thursday night into Friday, they shall be paid double time for all hours worked from midnight Thursday into Friday. Permanent employees shall be paid ordinary rates for Good Friday night shift as their public holiday not worked.

20.5. Overtime

Shift workers, for all time worked in excess of or outside the ordinary working hours prescribed by this Clause, shall be paid at the rate of time and a half for the first two hours and double time thereafter.

21. MEAL AND REST BREAKS

21.1. Employees (other than night and afternoon shiftworkers) shall be entitled to an unpaid meal interval of thirty (30) minutes at a time agreed between the Company and employees at an establishment or section of an establishment as being suitable for the work being undertaken at the establishment.

21.2. Such meal break shall not be required to be taken earlier than three hours or later than five hours after commencing work; and shall include walking and changing time.

21.3. The thirty minutes meal intervals shall not be counted as part of the daily or weekly hours worked.

21.4. Meal Breaks shall be staggered to suit the operational requirements of the plant. If an employee is required to work during their meal break they shall be paid overtime rates from such meal break until the meal break is allowed.

21.5. Night Shift, Afternoon Shift and Day Shift employees (on rotating shifts) shall be allowed a paid meal/crib break of not less than forty (40) minutes to be taken in two (2) x twenty (20) minute breaks which shall be counted as time worked and paid accordingly.

21.6. Rest Periods

21.6.1. Day Shift employees (not on rotating shifts) shall be allowed two paid rest periods of 15 minutes duration at a time agreed between the Company and employees at an establishment as being suitable for the work being undertaken at the establishment. Each of these breaks is inclusive of walking, wash up and changing time. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity is necessary.

21.6.2. On shorter working days, no afternoon rest period shall be allowed.

21.6.3. In the event of plant breakdowns, the Company may elect to send employees to a break earlier than the nominated, normal time.

21.6.4. In the event of breakdown, employees are not permitted to leave the workplace to go on a break earlier unless they have been directed to do so by the Supervisor or Manager.

22. SUNDAY WORK

22.1. Where an employee is required to work Sundays, all work shall be paid for at the rate of double time.

22.2. Full-time employees shall be provided with a minimum of four hours' work or shall receive minimum payment for four hours' work at the appropriate rate. Casual employees shall be provided with a minimum of three hours' work or shall be paid as for three hours' of work at the appropriate rate.

23. STAND DOWN OF EMPLOYEES

Notwithstanding anything elsewhere contained in this Agreement, the Company shall have the right to deduct payment for any time an employee cannot usefully be employed because of any strike or breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible.

PART 6 - LEAVE AND PUBLIC HOLIDAYS

24. ANNUAL LEAVE

24.1. Period of Leave

- 24.1.1.** A full-time employee shall be entitled to 4 weeks annual leave per annum.
- 24.1.2.** A shiftworker employed under this agreement, as defined by sub clause 24.1.2, is to receive an additional week of paid annual leave per annum. Where the relevant legislation prescribes for an additional entitlement to leave as a shift worker, a "shift worker" for the purpose of the extra leave entitlement is an employee who:
- (a)** is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and
 - (b)** is regularly rostered to work those shifts; and
 - (c)** regularly works on Sundays and public holidays
- 24.1.3.** Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that Employee must have their annual leave increased by half a day for each month the Employee is continuously engaged as a seven day shiftworker.

24.2. Taking Leave

Subject to the following, an employee is entitled to take all or part of his/her accrued Annual Leave:

- (a)** the Employee provides at least 4 weeks' notice of his/her intention to take Annual Leave – less where mutually agreed; and
- (b)** the leave is taken at a time mutually agreed by the Employer, having regard to the operational requirements of the business.
- (c)** The Employer must not unreasonably refuse to agree to a request by the Employee to take paid Annual Leave.

24.3. Payment for Period of Leave

All permanent employees, before going on leave shall be paid his/her ordinary pay for the period of annual leave taken, if requested by the Employee.

24.4. Annual Leave Loading

- 24.4.1.** During a period of annual leave, an employee shall receive a loading calculated on the appropriate wage rate subject to the following provisions.
- 24.4.2.** The loading shall be as follows:
- (a)** Day Work employees - an employee who would have worked on day work only, had he or she not been on leave - a loading of 17.5%.
 - (b)** Shift Work employee - an employee who would have worked on shift work only, had he or she not been on leave - a loading of 17.5% or the shift loading including relevant weekend penalty rates whichever is the greater but not both.

24.5. Annual Leave Exclusion of Public Holidays

Should any of the Public Holidays fall during an employee's annual leave for which it would have been an ordinary working day for that Employee, then there shall be added to that leave an additional day or days for each such holiday.

24.6. Pay Out of Annual Leave

Where an employee elects, the Company may at its discretion agree to cash out annual leave of up to two (2) weeks of the Employee's annual leave entitlement, during each 12 month period provided that the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave falling below four (4) weeks. Annual leave loading is not payable on cash payouts of annual leave. The election to cash out annual leave must be in writing from the Employee, approved by the Employee's Supervisor and

authorised by the Divisional Manager, taking into account any relevant Occupational Health and Safety considerations.

24.7. Excessive Leave

If the Company has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the Company can require the Employee to take annual leave by giving no less than 4 weeks' notice of the time when such leave is to be taken if:

- 24.7.1.** at the time the direction is given, the Employee has eight weeks or more of annual leave accrued; and
- 24.7.2.** the amount of annual leave the Employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

24.8. Close Down Period

Where the Company intends to temporarily close (or reduce to nucleus) the establishment or a section of the establishment, the Company may give 4 weeks' notice in writing (or in the case of any employee engaged after giving such notice, notice upon engagement is sufficient) for employees to take accrued annual leave during the close down period. Any employee who has not accrued sufficient annual leave to cover for the entire close down period will be on leave without pay during the remainder of the close down period.

25. PERSONAL/CARERS' LEAVE

25.1. The provisions of this Clause related to Paid Personal/Carer's Leave apply to all full-time and part-time employees but do not apply to casual Employees. Casual employees are not entitled to Paid Personal/Carer's Leave, but are entitled to Unpaid Personal/Carer's Leave in accordance with statutory requirements. The Company must not fail to re-engage a casual employee because the Employee accessed the entitlements provided for in this clause. The rights of the Company to engage or not to engage a casual employee are otherwise not affected.

25.2. Definitions

The term *immediate family* includes:

- 25.2.1.** Spouse (including a former spouse, a de facto spouse and a former de facto spouse and where "de facto spouse" includes same sex partner) of the Employee who lives with the Employee on a bona fide domestic basis; and
- 25.2.2.** Child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

25.3. Meaning of Personal Leave

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- 25.3.1.** due to personal illness or injury (sick leave); or
- 25.3.2.** for the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support or who requires care due to an unexpected emergency (carer's leave).

25.4. Entitlement to Paid Personal Leave and Payment

An employee is entitled to ten (10) days personal leave per year provided the Employee complies with the notice and evidence requirements of this clause.

- 25.4.1.** If an employee takes personal leave, the Company must pay the Employee, for the period of the personal leave, the amount the Employee would reasonably have expected to be paid by the Company if the Employee had worked during that period.
- 25.4.2.** Upon written request from an employee, the Company may agree to the paying out of any untaken excess sick leave at the end of each completed year of service on the following basis.

- (a) Excess sick leave shall, for the purposes of this Agreement, be defined as the amount of untaken sick leave, or accrued sick leave that exceeds fifteen (15) days as referred to in the *Fair Work Act*.
- (b) The Employee has been employed by the Company in excess of (12) months.
- (c) The Employee has not used more than four (4) day's sick leave during the previous entitlement year.
- (d) The Company will pay on the Employees' request each anniversary, accrued sick leave in excess of 15 days. Payment of excess sick leave will not exceed more than 10 days in any one entitlement year. Such request for payment of excess sick leave must be made in writing by completing an Application for Leave Form.

25.4.3. The Company and employees agree that the provisions in 25.4.2 do not entitle employees to be paid their accrued sick, but define the method of calculating and paying "excess" sick leave to employees who have met the above criteria, for the purposes of this Agreement.

25.4.4. An employee who leaves his or her employment for any reason, or is dismissed for reasons other than misconduct, shall be paid for all sick leave that has been accumulated up to a maximum of 160 hours.

25.5. Accrual of Personal Leave

An employee is entitled to accrue paid personal leave progressively based on the Employee's number of ordinary hours of work.

25.6. Accumulation of Leave

Paid personal leave is cumulative i.e. unused personal leave accumulates from year to year. An employee is entitled to use accumulated personal leave if the current year's personal leave entitlement has been exhausted.

25.7. Personal leave to care for an immediate family or household member (carer's leave):

25.7.1. An employee is entitled to use accrued personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency (carer's leave).

25.7.2. This entitlement is subject to the Employee being responsible for the care and support of the person concerned. In normal circumstances an employee may not be entitled to take carer's leave where another person has taken leave to care for the same person.

25.8. Notice and evidence supporting claim where an employee takes personal leave for personal injury or sickness (sick leave):

25.8.1. Notice

The Employee must give to the Company notice that the Employee is (or will be) absent from his or her employment because of a personal illness or injury of the Employee. The notice must be given to the Company as soon as reasonably practicable (which may be at a time before or after the sick leave has started).

25.8.2. Evidence Supporting Claim

When taking sick leave, the Employee shall, if required by the Company, establish by production of a medical certificate or a statutory declaration that his or her non-attendance was due to personal injury or sickness necessitating such absence.

25.9. Notice and evidence supporting claim where an employee takes personal leave to care for an immediate family or household member (carer's leave):

25.9.1. Notice

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

25.9.2. Evidence Supporting Claim

- (a) When taking leave to care for an immediate family or household member, the Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

25.10. Unpaid Personal Leave

Where an employee (including casual employees) has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Company and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days of unpaid carer's leave per occasion, provided the Employee complies with the notice and evidence requirements of this clause. Unpaid carer's leave can be taken in a single unbroken period or any separate periods agreed between the Employee and Company.

26. COMPASSIONATE LEAVE

26.1. Paid Leave Entitlement

- 26.1.1.** An employee is entitled to use two (2) days compassionate leave for each occasion on which a member of the Employee's immediate family or household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.
- 26.1.2.** When an employee takes paid compassionate leave, the Company must pay the Employee the amount the Employee would reasonably have expected to be paid if the Employee had worked during the period of compassionate leave. For casual employees, compassionate leave is unpaid leave.

26.2. Evidence Supporting Claim

The Employee is only entitled to compassionate leave if the Employee gives the Company any evidence that the Company reasonably required of the illness, injury or death.

26.3. Taking Compassionate Leave

An employee is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the Employee and the Company. Where the Employee is taking compassionate leave to spend time with a member of the Employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the Employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.

26.4. Unpaid Leave Entitlement

A casual employee is entitled to take up to two (2) days unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the Company.

27. PUBLIC HOLIDAYS

- 27.1.** Subject to the conditions contained herein, full-time and part-time employees shall be entitled to gazetted public holidays without loss of pay. These are Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Queens Birthday, ANZAC Day, Melbourne Cup Day and a Union Picnic Day.

- 27.2. The Union Picnic Day is to be observed on the third Wednesday of January in each year. The practice of the Company is for employees to work on the Union Picnic Day and be compensated in accordance with Clause 27.4.
- 27.3. Where an employee is absent from employment on the working day before or the working day after a public holiday, they must provide the Company with a medical certificate or statutory declaration to the satisfaction of the Company.
- 27.4. Where an employee is required to work on public holidays, such shall be paid for at the rate of triple time.
- 27.5. Where in the state or a locality thereof, public holidays are declared or prescribed on days other than those set out above, those days shall constitute additional holidays for the purpose of this Agreement.
- 27.6. The Company and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement. Any agreement pursuant to shall be recorded in writing and be available to every affected employee.
- 27.7. The Union shall be informed of an agreement pursuant to clause 27.6.
- 27.8. A full-time employee, without duress, may request to take another day's leave in lieu of payment as per sub-clause 27.4 for working on any of the public holidays as listed in clause 27.1.
- 27.9. Each Public Holiday shall be of 24 hours duration and shall commence on the day of the Public Holiday at 7.00 a.m. or whatever is the normal time of starting the day shift and shall end at the same time on the following day. Time worked between midnight and such normal starting time on the day of the Public Holiday shall not be paid at holiday penalty rates.

28. PARENTAL LEAVE

Full-time and part-time employees, and eligible casual employees, are entitled to take parental leave in accordance with the NES after the completion of twelve (12) months continuous service with the Employer. An employee may be entitled to twelve (12) months of unpaid parental leave where the leave is associated with the birth of a child to the Employee or the Employee's spouse or de factor partner or where the leave is associated with the placement of a child with the Employee for adoption. The Company undertakes to manage parental leave in line with the provisions of the NES and Company policies and procedures.

29. JURY SERVICE AND COMMUNITY SERVICE EMERGENCY LEAVE

29.1. An employee who engages in an eligible community service activity (other than jury service) is entitled to unpaid community service leave in accordance with the National Employment Standards as contained in *Fair Work Act*.

29.2. Jury Service Leave

- 29.2.1. If an employee, other than a casual employee, is required to attend on any day or days at Court in compliance with a Summons to appear as a juror he/she shall for each day of which he/she attends, be granted leave by the Company for that day and be paid an amount equal to the difference between the fee to which he/she is entitled for attending on such day (excluding reimbursement of travel, accommodation and meal costs) and his/her rate for the classification in which he/she is employed provided:
- (a) That he/she notifies the Company that he/she received such a summons and produces it to the Company on the first working day after receiving it;
 - (b) That he/she qualifies for a jury fee on that day or days and produces receipt of such payment; and
 - (c) That he/she attends for work on the working day before and the working day after the day or days on which he/she is required to attend and attends for jury service.

30. LONG SERVICE LEAVE

An employee shall be entitled to Long Service Leave with pay, subject to and in accordance with *Long Service Leave Act 2018 (Vic)*.

PART 7 - CONSULTATION AND DISPUTE RESOLUTION

31. WORKPLACE CONSULTATION AND SITE CONSULTATIVE COMMITTEE

31.1. Site Consultative Committee

- 31.1.1.** There will be a Site Consultative Committee (SCC) established at the site. The objectives of the SCC are to assist in achieving the objective of the Agreement, to enhance site communications and to resolve issues and grievances. The SCC's involvement in resolving issues and grievances is subject to the following conditions:
- (a)** All employees have the right to be represented by the Union or any other party of their choice.
 - (b)** Provision of personal information concerning an employee shall be released to their workplace representative and or the Union only with the express permission of the Employee.
- 31.1.2.** The SCC will include management together with sufficient elected employee representatives so as to ensure adequate representation, provided that the SCC does not become unreasonably large.
- 31.1.3.** The SCC shall meet on a regular basis as required.
- 31.1.4.** The SCC, in conjunction with Management, will conduct a review of the classifications applying to employees when deemed to be necessary so that all employees are properly classified. Any dispute over the classification of an employee shall be handled in accordance with Clause 32 of this Agreement.
- 31.1.5.** The responsibilities of the SCC do not include the negotiation of Industrial Agreements unless otherwise requested to do so by the relevant parties.

31.2. Consultation regarding major workplace change and rosters

- 31.2.1.** If the Company has made a definite decision to introduce a major change to production, program, organization, structure or technology in relation to the Company and the change is likely to have a significant effect on employees, the Company must notify the relevant employees of the decision to introduce the major change.
- 31.2.2.** The relevant employees may appoint a representative for the purposes of the procedures in this term (which may include the Union) and the Company must recognize the representative if informed of the appointment by the Employees.
- 31.2.3.** As soon as practicable after making its decision, the Company must discuss with the relevant employees (and where relevant their representatives) the introduction of the change, the effect the change is likely to have on the Employees and measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees. For the purposes of the discussion, the Company must provide, in writing, to the relevant employees (and where relevant their representatives) all relevant information about the change including the nature of the change proposed; information about the expected effects of the change on the Employees; and any other matters likely to affect the Employees. However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees or representatives.
- 31.2.4.** The Company must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 31.2.5.** 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 clauses 31.2.2 and 31.2.3 are taken not to apply.
- 31.2.6.** 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 Employer'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.

31.2.7. If the Company proposes to introduce a change to an employee's regular roster or ordinary hours of work, the Company must, as soon as possible after proposing to introduce the change, provide information to the Employee (including, where relevant, the Employee's representative), about the change, and invite the Employee to give his or her views about the impact of the change (including any impact in relation to their family or caring responsibilities) and to consider any views given by the Employees about the impact of the change.

31.2.8. Workplace Flexibility and Changes to Work Practices

- (a) The Company, the Employees and the Union or any other employee nominated representative are committed to the flexible application of the terms and conditions of employment set out in this Agreement in order to improve the productivity, efficiency, profitability and the competitiveness of the Company. The Employee parties commit to not unreasonably oppose or withhold consent to Company proposed work practice changes that are within the spirit and scope of the Agreement.
- (b) The achievement of the agreed Aims and Objectives and the workplace flexibilities referred to above will be assisted by the introduction of changes in the work practices during the life of the Agreement in accordance with the procedure set out below.

31.2.9. Flexible Application of Existing Provisions

- (a) The Company and an employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effects of the terms of this Agreement if the Agreement deals with one or more of the following matters, and the arrangements meet the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in sub-clause 31.2.9 (a):
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading.
 - (vi) any other permitted matter under s172 of the Fair Work Act.
- (b) The Company and the individual Employee must have made the agreement genuinely and without coercion or duress. If an employee requests a union delegate to represent them in discussions regarding an IFA, the delegate may be released on paid time to represent the employee.
- (c) The agreement between the Company and the individual Employee must:
 - (i) be confined to a variation in the application of one or more of the terms listed at clause (a); and
 - (ii) not disadvantage the individual Employee in relation to the individual Employee's terms and conditions of employment; and
 - (iii) meet the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in sub-clause 31.2.9 and

- (d) the Company must ensure that the terms of the individual flexibility arrangement:
 - (i) is about permitted matters under section 172 of the Fair Work Act; and
 - (ii) are not unlawful terms under section 194 of the Fair Work Act; and
 - (iii) result in the Employee being better off overall than the Employee would be in no arrangement was made.
- (e) An agreement made under this clause must:
 - (i) be in writing;
 - (ii) include the Company name and the name of the individual Employee;
 - (iii) be signed by an authorised Company representative and the Employee, or if the Employee is under 18 years of age, by a parent or guardian; and
 - (iv) include details of the terms of the Agreement that are varied by the arrangement, how the arrangement will affect the terms of the Agreement and how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (v) state what date the arrangement is to commence.
- (f) The Company must provide to the Employee, a copy of the individual flexibility arrangement within 14 days of it being agreed to.
- (g) The individual flexibility arrangement may be terminated by either the Company or the Employee concerned by:
 - (i) giving no more than 28 days' written notice to the other party to the arrangement; or
 - (ii) if the Company and the Employer agree in writing - at any time.

32. PROCEDURES FOR THE AVOIDANCE OF INDUSTRIAL DISPUTES

32.1. If a dispute relates to:

- 32.1.1. a matter arising under the agreement; or
- 32.1.2. the National Employment Standards;
- 32.1.3. whether the dismissal of an employee was harsh, unjust or unreasonable. However, this provision will not permit any dispute to be pursued in relation to the dismissal of an employee who has not completed the minimum employment period specified by Division 2 of Part 3-2 of the *Fair Work Act*.

This term sets out procedures to settle the dispute.

32.2. An employee who is a party to the dispute may appoint a representative, which may include a Union Delegate for the purposes of the procedures in this term.

32.2.1. The representative may interview the Employee(s) concerned and the Supervisor. The representative shall have reasonable access to resources (including photocopier, telephone, fax machine and notice board) to perform their role.

32.2.2. An employee involved in the disputes procedure steps shall be released from duty on paid time where they are required to be interviewed in accordance with subparagraph 32.2.1 with the prior authorisation of the Employer and at a time that is mutually agreed by the parties.

32.3. 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 their representative(s), which may include a Union Delegate and the relevant supervisors and/or management.

- 32.4.** If discussions at the workplace level do not resolve the matter in dispute, the parties will arrange further discussions involving more senior levels of management as appropriate. The Employee may invite a representative, including the Union Organiser, to be involved in the discussions.
- 32.5.** If the matter in dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, either party may refer the dispute to the Fair Work Commission.
- 32.6.** The Fair Work Commission may deal with the dispute in 2 stages:
- 32.6.1.** 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
 - 32.6.2.** if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (a)** arbitrate the dispute; and
 - (b)** make a determination that is binding on the parties.
 - 32.6.3.** Note – If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
 - 32.6.4.** A decision that the 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.
- 32.7.** The Fair Work Commission must not deal with a dispute about whether the Company has reasonable business grounds under subsection 65(5) or 76(4) of the Act or a term of this Agreement of similar effect.
- 32.8.** While the parties are trying to resolve the dispute using the procedures in this term:
- 32.8.1.** 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
 - 32.8.2.** 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:
 - (a)** the work is not safe; or
 - (b)** applicable occupational health and safety legislation would not permit the work to be performed; or
 - (c)** the work is not appropriate for the Employee to perform; or
 - (d)** there are other reasonable grounds for the employee to refuse to comply with the direction.
- 32.9.** The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

PART 8 - TERMINATION, REDUNDANCY AND DISCIPLINARY PROCEDURES

33. COUNSELLING AND DISCIPLINARY PROCEDURE

- 33.1. Throughout the counselling procedure, an employee may have another party of their choice present as their support person, which may include a Union representative.
- 33.2. In any case where the actions of an employee are unacceptable to the Company, the Employee will be counselled as a prerequisite to the commencement of termination proceedings, except that this Clause will not apply where the actions are so serious as to constitute grounds for summary dismissal.
- 33.2.1. Actions of a serious nature include violence in the workplace, refusing a lawful and reasonable instruction, theft, being under the influence of drugs and/or alcohol, serious breach of occupational health and safety policy/procedures etc. as outlined in the Company Disciplinary Guidelines.
- 33.3. Taking into consideration the severity of the incident and following an investigation, including an opportunity for the Employee to respond, the counselling procedure will consist of one or all of the corrective measures as stated below:
- 33.3.1. The Employee will be verbally counselled. The Employee may choose to have another party of their choice present as their support person. The Company will clearly identify the unacceptable actions and advise on corrective measures and a review date.
- 33.3.2. Where the initial counselling has failed to correct the unacceptable actions, a further review will occur and may incorporate a written warning to the Employee identifying the unacceptable actions and the corrective measures required, review date and advising the subsequent steps, i.e. further disciplinary action.
- 33.3.3. If no change occurs and / or the actions were of a serious nature but do not constitute grounds for summary dismissal the Company may consider the option of issuing a final written warning, suspension without pay or termination and the Employee will show cause why this should not occur. After reviewing all the facts the Company may exercise the options available and direct the Employee accordingly.

34. TERMINATION OF EMPLOYMENT

34.1. Notice of Termination by the Company

- 34.1.1. In order to terminate the employment of an employee the Company shall give to the Employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- 34.1.2. In addition to the notice in 34.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
- 34.1.3. Payment in lieu of the notice above 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.
- 34.1.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- (a) the Employee's ordinary hours of work (even if not standard hours); and

- (b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the Employee's contract of employment.

34.1.5. The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct, including for malingering, inefficiency or neglect of duty;
- (b) to employees engaged for a specific period of time or for a specific task or tasks;
- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (d) to casual employees.

34.2. Notice of Termination by Employee

34.2.1. The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the Employee concerned.

34.2.2. If an employee fails to give the required notice then the Company has the right to withhold monies due to the Employee from any outstanding wages, to a maximum amount equal to the amount the Employee would have received under clause 34.1.1.

34.3. Job Search Entitlement

Where the Company has given notice of termination to an employee, an employee shall be allowed up to one 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 and authorisation to take such leave.

34.4. Statement of Employment

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 their employment and the classification of or the type of work performed by the Employee. In addition, upon request by the Employee, the Company shall provide a Centrelink Separation Certificate.

34.5. Summary Dismissal

The Company shall have the right to dismiss any employee without notice for conduct that justifies summary (instant) dismissal, including malingering, inefficiency, neglect of duty, theft or misconduct and in such cases the wage shall be paid up to the time of dismissal only.

34.6. Abandonment of Employment

An employee absent from duty for more than 3 days without notifying the Company may be deemed to have abandoned employment on the last day of duty. The Company will take any reasonable steps to be informed of the Employee's situation over the next 7 days including, where necessary, by attempting to contact the Employee via registered mail at the last notified address of the employee. However, if an employee is able to establish to the satisfaction of the Company that a good and cogent reason existed for this then the absence will not be deemed 'abandonment of employment'.

35. REDUNDANCY

35.1. Where the Company has made a definite decision to make a permanent employee redundant (does not include casual employees) and this is not due to the ordinary and customary turnover of labour, the Company shall hold discussions with the Employee/s as soon as is practicable, providing relevant information regarding the proposed termination/s.

35.2. Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in clause 35.1, the Employee shall be entitled to the same period of notice of transfer as they would have been entitled to if the 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 former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

35.3. Severance Pay

In addition to the period of notice prescribed for in ordinary termination (as set out in sub-clause 34.1), a full-time employee whose employment is terminated for reasons 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
At least 1 year but less than 2 years	4 weeks' pay
At least 2 years but less than 3 years	6 weeks' pay
At least 3 years but less than 4 years	7 weeks' pay
Greater than 4 years	2 weeks for each completed year of service, up to a maximum of 26 weeks.

- 35.3.1.** Pro rata payment (based on two (2) weeks for a completed year) for each completed months of an uncompleted year;
- 35.3.2.** Provided that the total of the payments with regard to sub-clauses 35.3 shall not exceed twenty six (26) weeks of ordinary pay.
- 35.3.3.** "Weeks of ordinary pay" means the ordinary time rate of pay for the Employee concerned. When the Employee's ordinary hour's arrangement include RDO, then the ordinary time is 38 hours per week plus 2 ordinary hours in lieu of RDO resulting in a total of 40 hours per week.

35.4. Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal such as theft (or any other criminal offence), breach of quarantine, malingering, inefficiency, neglect of duty or misconduct; or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

35.5. Notice to Commonwealth Agency

Where a decision has been made to terminate employment for 15 employees or more in the circumstances outlined in sub-clause 35.1, the Company shall notify the relevant Commonwealth agency thereof as soon as possible giving relevant information including the number and categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

35.6. Transmission of Business

- 35.6.1.** Where a business is transmitted from one Company to another, as set out in the Redundancy clause of this agreement, the period of continuous service that the Employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.
- 35.6.2.** The provisions of this Clause are not applicable where a business is, after the date of this agreement, transmitted from the Company (in this sub-clause called the transmitter) to another Company (in this sub-clause called the transmittee), in any of the following circumstances:
 - (a)** Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee; or
 - (b)** Where the Employee rejects an offer of employment with the transmittee:
 - (i)** in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transmitter; and
 - (ii)** Which recognises the period of continuous service that the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

35.6.3. In this clause:

- (a) business includes all and any part of the Company's business; and
- (b) transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law; and
- (c) transmitted has a corresponding meaning.

35.6.4. Employees with less than one year's service

This clause shall not apply to employees with less than one year's continuous service.

PART 9 - MISCELLANEOUS PROVISIONS

36. AMENITIES, CLOTHING AND EQUIPMENT

36.1. Amenities

36.1.1. Meal Facilities

- (a) The Company shall provide a separate room as a dining room in which shall be provided adequate tables and seating accommodation. Hot water shall be provided and the room shall be kept tidy at all times.
- (b) The Company shall provide tea, coffee, sugar and fresh milk.

36.1.2. Change Room and Locker Facilities

The Company shall provide a changing room, together with adequate facilities for washing and a suitable locker for each employee, or changing facilities that afford protection for employees' clothing.

36.1.3. Drinking Water

The Company shall provide an adequate supply of cool drinking water under hygienic conditions.

36.1.4. Clothing and Equipment

- (a) The Company shall provide all employees with clothing and/or protective equipment to the standard provided in the *Occupational Health and Safety Act 2004 (Vic)*.
- (b) Jackets supplied as protective clothing shall be laundered by the Company.
- (c) Replacement of protective clothing shall be based on a fair wear and tear system. Replacement garments shall only be issued, when the garment being replaced is handed back.
- (d) The outer clothing (excluding jackets), shall be provided daily, prior to the commencement of work and shall be returned by the Employee after work has concluded for the day.
- (e) Work clothing and protective equipment provided by the Company for the benefit of the Employee remains the property of the Company and the Employee shall take special care of all equipment and clothing.
 - (i) It is a condition of employment that where any item as described above is supplied then the employee must wear those items or be subject to disciplinary action as per Clause 33 of this Agreement.
 - (ii) Upon termination of employment it is the responsibility of the Employees to return all Company property, including work clothing and equipment.

36.2. First Aid Equipment

A suitable first aid kit shall be kept at all workplaces and, if available, an employee suitably qualified in first aid shall be appointed to take charge of first aid equipment and to attend to any employee injured during working hours.

36.3. Handling of Animal By-Products

The Employer shall provide ample quantities of hot water, soap and disinfectant and appropriate protective clothing and safety gear for the use of employees required to handle carcasses or parts of a carcass of animals.

37. COPY OF AGREEMENT

Each employee shall upon request be supplied with a copy of this Agreement.

38. NO EXTRA CLAIMS

It is a term of this agreement that neither party shall pursue any extra claims during the nominal life of this Agreement.

39. UNION MATTERS

39.1. Notice Board:

That the Company shall supply and erect a notice board in a suitable prominent location for the purpose of posting any notice in connection with or other matters in relation to the employment of the Employees which the Union may require to have posted.

39.2. Right of Entry of Union Officials:

In order to facilitate the operations of this Agreement, an authorised Union Representative is entitled to enter at reasonable times upon the premises with 24 hours' notice to the Site Manager or relevant Company representative (unless otherwise agreed by the Company) to interview any employee, but not to interfere unreasonably with the Employer's business.

39.3. Union Representative:

39.3.1. That the Company recognises the Union Delegates (elected by the members) as the on-site representative of the Union.

39.3.2. Provide the Delegates with access to resources (including photocopier, telephone, fax machine etc) to perform their role.

39.3.3. Allow Delegates up to 5 days' paid training leave per year. Timing of when this leave is to be taken is subject to the Company's authorisation based on operational needs and the number of Delegates to be absent at the same time, i.e. this must not result in a shortage of workers to carry out the required duties for the time they are absent.

39.4. Union Meetings:

Employees shall be granted up to 4 hours' paid time per year to attend Union meetings on site.

39.5. Renegotiation of New Agreement:

39.5.1. The parties agree to commence negotiations for a new enterprise agreement to succeed this agreement at least 3 months prior to the nominal expiry of this agreement.

39.5.2. The negotiations will be conducted on a collective basis between the parties with the negotiated outcome being subject to approval of a vote of the Employees collectively.

39.5.3. Should the negotiations for the new enterprise agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties.

40. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant, enterprise or business.

41. **SIGNATORIES**

The parties to the *CSF Proteins Pty. Ltd. - Production Employees - Enterprise Agreement 2020* have entered into negotiations and the subsequent changes to the current work practices have been made without duress or coercion and that the parties understand the full effect of the making of this Agreement.

Signed for and on behalf of CSF PROTEINS PTY LTD by:

Name: Lisa Bell
Position Title: Human Resources Business Partner
Address: Ridley Corporation Limited, Level 4, 565 Bourke Street, Melbourne, Vic, 3000

Signature:  **Date:** 30 March 2020

The above person is an employee of Ridley Corporation Ltd. and authorised to sign the Enterprise Agreement on behalf of the Employer.

Signed for and on behalf of the AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION as Bargaining Representative by:

Name: PAUL CONWAY
Address: 62 Lygon Street, Carlton South, Vic., 3053

Signature:  **Date:** 1/4/20

As General Secretary, the above person is authorised to sign the Enterprise Agreement on behalf of the Australasian Meat Industry Employees Union.

SCHEDULE 1 CLASSIFICATION STRUCTURE

42. CLASSIFICATIONS

42.1. Definitions

Plant Processes	Rating
High Temperature Rendering Plant	18
Low Temperature Rendering Plant	14
Poultry Plant	16
MBM Milling and Meal Loadout	12
Tank Farm Operations	10
Feather Plant	8
Blood Plant	6
Raw Material Building Operations	11
Effluent Treatment Plant	13
Wool Process	3
Meal Bagging	5
Operate Forklift with license	1
Completion of Work at Heights Training	2
Completion of Confined Space Training	2
Completion of Hot Work Training	1
Completion of ARA Rendering course	4
Completion of Area Warden Training	2
Total	128

Rating for each Process will be allocated once the Employee has been trained, assessed and deemed competent to perform such Process.

42.2. Entry Level (Level 0) Total Rating Required = < 1

This is the Entry level for new employees or casual operators without a forklift licence.

At this level, new employees have commenced their probation period (maximum six (6) months), and are undertaking training to obtain a forklift licence and any other tasks required, which may involve instruction in more than one specific area.

Training means the instruction given to an employee not already skilled in a specific task in the industry.

42.3. Process Worker Level 1 Total Rating Required = 1-6

A person at this level, has a current forklift licence and performs Plant Processes shown above with a total score between 1-6

42.4. Process Worker Level 2 Total Rating Required = 7-27

A person at this level performs Plant Processes shown above with a total score between 7-27

42.5. Process Worker Level 2A Total Rating Required = 28-34

A person at this level performs Plant Processes shown above with a total score between 28-34.

42.6. Process Worker Level 3 Total Rating Required = 35-58

A person at this level performs Plant Processes shown above with a total score between 35-58.

42.7. Process Worker Level 4 Total Rating Required = 59-64

A person at this level performs Plant Processes shown above with a total score between 59-64

42.8. Process Worker Level 4A Total Rating Required = 65-82

A person at this level performs Plant Processes shown above with a total score between 65-82.

42.9. Process Worker Level 5 Total Rating Required = 83-116

A person at this level performs Plant Processes shown above with a total score between 83-116.

42.10. Process Worker Level 6 Total Rating Required = 117-128

A person at this level performs Plant Processes shown above with a total score between 117-128.