



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

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

### **Ararat Abattoirs Pty Ltd**

(AG2012/4796)

### **ARARAT ABATTOIRS SLAUGHTERING SECTION ARARAT AND ARARAT ABATTOIRS PTY LTD**

Meat Industry

COMMISSIONER ROE

MELBOURNE, 27 APRIL 2012

*Application for approval of the Ararat Abattoirs Slaughtering Section Ararat and Ararat Abattoirs Pty Ltd.*

[1] An application has been made for approval of an enterprise agreement known as the *Ararat Abattoirs Slaughtering Section Ararat and Ararat Abattoirs Pty Ltd* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Ararat Abattoirs Pty Ltd (the Applicant). The agreement is a single-enterprise agreement.

[2] I was initially concerned with some aspects of the proposed Agreement and wrote to the company outlining those issues on 23 April 2012. On 26 April 2012 I received a signed undertaking in response to the queries from Ted Rogers, Manager of Ararat Abattoirs Pty Ltd. This undertaking now forms part of the Agreement and is kept on the file. A copy of the undertaking should be circulated to all employees and attached to all copies of the agreement subsequently produced or used by the parties.

[3] The undertaking which now forms part of the Agreement is attached.

[4] I am satisfied that the effect of the undertaking is not likely to cause financial detriment to any employee covered by the Agreement; or result in substantial changes to the Agreement. Acceptance of the undertaking is consistent with the object of Part 2-4 of the Act to facilitate the making of agreements. The bargaining representatives that Fair Work Australia is aware of have been consulted and support the undertaking.

[5] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[6] The Australasian Meat Industry Employees Union has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 4 May 2012. The nominal expiry date of the Agreement is 2 March 2014.



COMMISSIONER

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IN FAIR WORK AUSTRALIA  
Application by Ararat Abattoirs Pty Ltd  
FWA Matter AG2012/4796

ARARAT ABATTOIRS SLAUGHTERING SECTION AND ARARAT  
ABATTOIRS PTY LTD ('The Agreement')

In response to the matters raised by Fair Work Australia in relation to the application by Ararat Abattoirs Pty Ltd for approval of the Agreement, the Parties to the Agreement make the following undertakings:

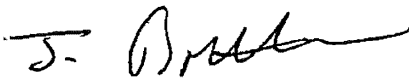
1. Shift workers who meet the definition in the Meat Industry Award 2010, are entitled to an extra week's annual leave.
2. Clause 2-Deductions. Clause 2.0(b) only applies where the stoppage is for a cause for which the employer cannot reasonably be held responsible'.

SIGNED



DATE 26/4/12

TED ROGERS  
Of Nott Road, Ararat, Manager  
For and on behalf of Ararat Abattoirs Pty Ltd



DATE 24/4/12

JIM BRITTAIN



## Ararat Abattoirs Slaughtering Section Ararat and Ararat Abattoirs Pty Ltd.

1A This formal agreement is prepared between Ararat Abattoirs Pty Ltd and slaughtering section. This agreement will come into operation from the first pay period commencing on or after 3 March 2012 and shall continue in force until 2 March 2014.

1B It is a condition of this agreement that the union and its members employed by the Employer undertake not to pursue any extra claims for the duration of this Agreement.

### 1.1 OBJECTIVE

- (a) The parties to this agreement are committed to:
- (i) Continuing an harmonious industrial relations environment through a commitment to consultation
  - (ii) Increasing the efficiency and productivity of the Employer's business to assist its international and domestic competitiveness; and
  - (iii) Working together to increase the job security, job satisfaction, training opportunities and access to higher paid jobs and career paths for employees.
- (b) In meeting these objectives the parties have agreed to consider a broad agenda through the consultative processes established by this agreement. Such agenda will include:
- (i) Continuous review of work and management practices affecting efficiency and job satisfaction at plant level,
  - (ii) Measures designed to improve plant utilization and ensure security of employment,
  - (iii) Training issues including review of skill requirements, incentives for training, implementation of training programs and multi-skilling;
  - (iv) Occupational health and safety issues with a view to reducing the number of injuries and illnesses suffered by employees including the provision of appropriate safety equipment and apparel and the development of rehabilitation programs.

### 1.2 POSTING OF THE AGREEMENT

This agreement shall be posted by the employer in places accessible to all employees and copies will be made available on request for all employees to read.

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

### **1.3 SINGLE BARGAINING AGREEMENT**

- (a) This agreement has been negotiated directly between the parties through a consultative process involving the Union including its officers, the delegates and the employees of the Employer. Senior management and management directly involved with the processing operations have represented the employer in the consultative process.

### **1.4 CONDITIONS OF EMPLOYMENT**

The new pay rate will be effective week ending 2 March 2011 will be: -

Slaughter Full time Rate:	\$21.86 per hour
Over's	\$1-75
For stock processed in excess of 100 per slaughterer	
Rams	\$3.50

Maximum number of butchers will be 32.

1.4 (i) The hourly rate of pay, overs amount & rams amount will increase by 3% from the first pay period commencing on or after 2 March 2013.

All minimum requirements will continue to be adhered to, including casual loadings (20% loading), public holidays, sick and annual leave entitlements as per Meat Industry Award 2010 (and where still applicable for transitional purposes the Federal Meat Industry (processing) Award) and those conditions shall apply and shall be incorporated into this Agreement as varied by the FWA from time to time except where there are alternative or additional provisions in this Agreement.

- (a) Where there is any inconsistency between an express provision of this Agreement and a provision of the Award, the provisions of the Agreement shall prevail to the extent of any inconsistencies.
- (b) The 'casual loadings' referred to in clause 1.4 is the loading applicable at the time of making this agreement and will change as and when applicable under the National Employment Standards.

### **1.5 PUBLIC HOLIDAYS**

- (a) Subject to conditions and limitations in clause 1.1 hereof, all employees except casual employees, shall be entitled to a paid public holiday on Christmas Day, Boxing Day, New Years Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Queens Birthday, Union Picnic Day, Melbourne Cup Day. If any other day is by Act of Parliament or Proclamation substituted for any of the abovementioned holidays, all employees shall be entitled to such day in lieu of the holiday for which it was substituted.
- (b) When Australia Day falls on a weekend then the following Monday shall be given as a holiday in lieu.
- (c) When Anzac Day falls on a weekend a holiday will not be given in lieu.
- (d) Union Picnic Day means the third Wednesday in January of each year. The employee delegates and employer agree to co-operate in any proposal to change that date

provided that any change is mutually acceptable to both employees and employer and is common to the industry in Victoria.

- (e) Clause 1.5(a) of the Agreement prevails over clause 1.5(c) in the event that a substitute holiday is declared for Anzac day.
- (f) Where the Agreement is silent in respect to a matter which is covered by the National Employment Standards (NES) then the NES applies. Where a matter is covered by the Agreement and by the NES, the matters in the Agreement are to be read as additional requirements to the NES, not as substitution for the NES

1.1 An employee shall not be entitled to payment for any public holiday if the employee is absent from his or her employment on any part of the working day before or the working day after such holiday or holidays except where such absence is by consent of the employer or on account of:

- (a) Annual leave
- (b) Sick leave or carers' leave where notification has been given to employer by 8.30am on day of absence and a medical certificate is provided for the day or days absent.
- (c) Long service leave
- (d) An injury compensable under workers' compensation legislation.

## **1.6 LEAVE LOADING**

Leave loading (17-50%) will be payable when 5 or more consecutive annual days are taken.

Leave loading will also be payable when annual leave is taken due to factory being shut down for a minimum of 1 full day. In this instance leave loading will be payable on all days factory closed regardless if number of days exceeds five or not.

## **2.0 DEDUCTIONS**

- (a) An employee not attending to or not performing his or her duty shall, except where otherwise expressly provided for in this agreement, lose his or her pay for the actual time of such non-attendance or non-performance.
- (b) The employer may deduct payment for any day or part of a day on which an employee cannot be usefully employed because of:
  - (i) any strike, or
  - (ii) through any breakdown of machinery, or
  - (iii) any industrial disputes by employees of authorities or organisations responsible for the supply of electricity, water, gas, sewerage or others essential to the continuance of meat works operations,
  - (iv) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

## **2.1 WARNINGS/DISMISSALS**

- (a) Should an employee be accused of faulty and/or inefficient work or unwarranted absenteeism, the employer shall serve a warning notice on that the employee of the allegation in the presence of a witness.
- (b) If the circumstances referred to in paragraph (a) occur on a second occasion another notice will be issued.
- (c) If following a second notice, further allegations of faulty and /or inefficient work or unwarranted absenteeism is made and proven, a notice of termination shall be issued to that employee.
- (d) Nothing in this agreement shall affect the right of the Employer to summarily dismiss an employee without notice in accordance with paragraph (a) above for malingering, gross inefficiency, neglect of duty or proven misconduct. In such cases wages shall be paid up to time of dismissal only.
- (e) The warning notices issued pursuant to paragraphs (a) and (b) shall apply for a period of time as agreed by the Consultative Committee.

## **2.2 WORK TO BE PERFORMED**

2.2.1 The employer may direct an employee to carry out such duties as are within limits of the employees skill, competence and training consistent with his or her classification and any direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy work environment.

2.2.2 Employees shall perform such work as the employer or his or her representative requires on the days and during the hours usually worked by the class of employee affected.

2.2.3 All work performed under this agreement shall be carried out to the satisfaction of the employer.

2.2.4 With respect to pieceworkers:

- (i) slaughterers shall remove skins and hides free from cuts and tears.

2.2.5 If there is a hold-up in work for any reason whatsoever, then at the request of the Employer, the employees shall resume work in time to complete to the tasks commenced to avoid any loss of product.

## **2.3 HOUR OF WORK**

- (a) Except as provided elsewhere in this agreement, the ordinary hours of work for all employees, other than casuals, shall be thirty-eight (38) hours per week.
- (b) The actual ordinary working hours shall not exceed eight (8) hours on any day or forty (40) hours in any week to be worked in the case of employees other than shift workers on five (5) days of the week, Monday to Friday inclusive between the hours of 6.00am and 5.30pm

## **2.4 STARTING & FINISHING TIMES**

- 2.4.1 Within fourteen (14) days of the coming into operation of this agreement and forthwith upon any subsequent alteration of starting and finishing times, the employer shall notify the Consultative Committee of the starting and finishing times of:
- (a) Ordinary hours of work for the general body of employees in each department, or
  - (b) For the first employee to start in a team, or
  - (c) A group of employees where the nature of the work involves a staggered start, and
  - (d) Any special starting and finishing times of ordinary hours of employees engaged on reparatory work or on finishing off or cleaning up, or on shift work.

## **2.5 SHIFT WORK**

### **2.5.1 Introduction of shift work**

- (a) Shift work, other than that provided by this clause, may be introduced by the employer to meet the needs of the particular establishment after consultation with the consultative committee.
- (b) Shift work may not be introduced for less than five (5) consecutive working days.
- (c) Nothing shall restrict the right of the employer to request an employee to work overtime or to work additional shift due to the non-attendance of an employee in the department.
- (d) For the purpose of this clause "afternoon Shift" shall mean a rostered shift, finishing after 5.30pm and at or before midnight, and "Night Shift" shall mean a shift other than a rostered shift or afternoon shift.

### **2.5.2 Shift Allowance**

- (a) Permanent "afternoon shift" employees shall receive an additional 15% per week.

### **2.5.3 Work on Weekends and Public Holidays.**

- (a) Saturday Work- All work performed on a Saturday shall be paid for at time and a half for the first 2 ½ hours and double time thereafter provided that employees required to work on Saturday shall be guaranteed a minimum of two and a half hours pay calculated at the appropriate penalty rate.
- (b) Sunday Work- All work performed on Sunday shall be paid for at double time provided that employees required to work on Sunday shall be guaranteed a minimum of four (4) hours pay calculated at the appropriate penalty rate.

## **2.6 PAYMENT OF WAGES**

2.6.1 Wages shall be paid during the employee's normal working hours on the usual pay day of the employer, which shall not be later than Thursday in each calendar week unless agreed otherwise through the Consultative Committee.

2.6.2 Wages shall be paid by cheque or by deposit of those wages in a bank account or other similar account to be nominated by the employee.

2.6.3 The cashing of cheques shall be during the employee's time.

2.6.4 On each pay day each employee shall receive a statement on the pay envelope or pay slip showing the total amount of ordinary wages, overtime and any other payments and all deductions in respect of all such moneys paid to him or her.



2.6.5 The employer shall not keep more than two days pay in hand unless it is agreed through the Consultative Committee that no more than three (3) days pay be kept.

2.6.6 Wages due to casual workers shall be paid immediately on the termination of work on each day on which he or she is engaged if so requested by the employee.

## **2.7 EMPLOYEE FACILITIES**

The employer shall provide the following facilities for employees:-

- (a) Boiling water in sufficient quantities to make an adequate supply of hot drinks for each employee immediately each meal break or rest break commences.
- (b) Changing rooms, dining rooms, toilets, wash basins, showers, etc., in accordance with the provisions of the Code of Practice for Workplaces made pursuant to the Occupational health and Safety Act 2004.
- (c) Adequate supplies of cool drinking water at convenient locations.
- (d) Adequate supplies of anti-bacterial soap and sterile drying equipment in all washrooms.

## **2.8 EMPLOYEE LIABILITY**

2.8.1 If the Employer is sued by any person, including an employee, for damages for personal injury or loss caused to that person by reason of any alleged negligent act or omission of an employee to whom this Agreement applies whilst acting in the scope of his or her employment, shall not claim from such employee so alleged to have been negligent, contribution or indemnity in respect of any such damages for which such employer is sued.

2.8.2 This provision shall not apply if the employer has effectively insured the employee so alleged to have been negligent against any liability of such employee to the Employer for any such contributions or indemnity. This clause shall not apply if the aforesaid alleged negligent act or omission constitutes serious and wilful misconduct.

## **3. ADDITIONAL PAYMENTS**

### **3.1 OVERTIME**

#### **3.1.1 General**

It is a condition of engagement and of employment that the employer may require an employee to work reasonable overtime (including overtime on Saturdays, Sundays and Public Holidays) at overtime rates and such employee shall work overtime in accordance with such requirements.

#### **3.1.2 Pieceworkers**

Pieceworkers may be asked to do Saturday work on a voluntary basis in which case a minimum 4 hours shall be guaranteed and payment shall be at time and a half for the first 2 ½ hours and double time thereafter based on the units processed.

Any proposals for Saturday work shall be raised in the Consultative Committee prior to any Saturday work being commenced.

### 3.1.3 Day Workers

All time worked outside the ordinary hours of work on any day shall be deemed to be overtime and shall be paid for at time and one half for the first 2 ½ hours and double-time thereafter.

### 3.1.4 Shift Workers

All time worked outside eight hours on any shift as prescribed in Clause 2.7 except in relation to Load Out and Transport shall be paid for at time and a half for the first two and a half hours and double time thereafter based on the ordinary rate of pay. In addition, for each hour of overtime there shall be paid the same amount of shift work allowance that the employee was receiving for each hour of ordinary time for the shift worked prior to working overtime.

## 3.4 MAKE UP PAY

3.4.1 Subject to the conditions outlined in this clause an employee who qualifies for workers' compensation under the relevant State legislation will receive an amount equal to the difference between the total amounts received as workers compensation payments and the minimum payment applicable to the employee's classification.

3.4.2 No payment under this clause shall be made for the first three (3) days of an absence for which compensation is claimed.

3.4.3 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. If there is a dispute between doctor's certificates as to the suitability of work, payment shall be made pending resolution of the issue by an appropriate board or tribunal.

3.4.4 No payment shall be made for any injury occurring during the first months of employment with the employer, except where the injury is visual, or where medical evidence shows to the satisfaction of an independent medical practitioner jointly agreed by the parties, that the injury occurred while in the employ of that particular employer. This sub-clause shall not apply to employees resuming employment when required following a period of retrenchment.

3.4.5 No payment shall be made for any injury arising out of an incident where the injured employee is knowingly in breach of, or refuses to comply with any statutory

regulation, Agreement provision, or any policy, procedure or instruction relating to safe working practices at the establishment concerned.

- 3.4.6 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.
- 3.4.7 No payment shall be made in respect of any absence following a recurrence of injury arising out of employment with another employer.
- 3.4.8 No payment shall be made in respect of any period of other paid leave of absence.
- 3.4.9 Payment under this Agreement is limited to a maximum of thirty (30) weeks in any twelve (12) month period.
- 3.4.10 In the case of termination of employment by the employer, payment shall continue until the balance of the employee's current entitlement has expired.
- 3.4.11 An employee on engagement may be required to declare all workers' compensation claims made in the previous five (5) years and in the event of false information being deliberately and knowingly declared the employer may require the employee to forfeit his entitlement to payment under this Agreement.
- 3.4.12 Where there is a redemption of weekly compensation payments under the relevant State legislation the employer's liability to pay accident pay shall cease as from the date of such redemption.
- 3.4.13 Entitlement under this Agreement shall cease on the death of any employee.
- 3.4.14 In the event of any dispute arising out the entitlement of any employee to payment of accident pay in accordance with the provisions of this Agreement the matter shall, if required by either party to this Agreement, be resolved in accordance with the dispute procedure set out in Clause 7.

### **3.8 SUPERANNUATION**

- 3.8.1 The employer's default superannuation fund will be IOOF Portfolio Services. Employees can contribute to any complying superannuation fund that they nominate.
- 3.8.2 The Employer shall make Superannuation contributions on behalf of employees in accordance with this clause.
- 3.8.3 Where an employee has been employed by the employer on a regular basis for a period of four (4) weeks the employer shall commence Superannuation contributions and shall make payments back to the date of engagement.
- 3.8.4 The employer's contribution for employees engaged as regular daily or weekly employees is the amount required pursuant to the Superannuation Guarantee (Administration) Act 1992.

- 3.8.5 The employer's contribution for casual employees is the amount required by the Superannuation Guarantee (Administration) Act 1992 and Superannuation Guarantee Charge Act 1992.
- 3.8.6 All contributions will be forwarded monthly to the appropriate Fund.
- 3.8.7 The employer's contribution will not be paid in respect to any unpaid absence from work of any employee.

#### **4. PRODUCTION PROCESSES**

##### **4.1 SHARPENING OF KNIVES**

###### **(a) Pieceworkers**

Employees who are employed on a piece work system shall sharpen their knives or any other tool that the employees are required to sharpen and keep sharp in the performance of their duties, at times which do not interfere with the smooth running of the system.

- (b)** Provided that should a piece worker be required to work the hours prescribed in Clause 2.3 (Hours of Work) of this Agreement, sufficient time shall be allowed by the employer to sharpen knives or any other tool that the employees are required to sharpen and keep sharp in the performance of their duties.

#### **5. LEAVE PROVISIONS**

##### **5.1 ANNUAL LEAVE**

- 5.1.1 Except as otherwise provided in this Agreement every employee, other than a casual employee, shall accrue on the basis prescribed in section 86 of the Fair Work Act 2009 such annual leave as to entitle him or her to four (4) weeks of annual leave each year on ordinary pay.
- 5.1.2 Annual Leave is to taken in accordance with section 86 of the Fair Work Act 2009.
- 5.1.3 If the employee and the employer so agree, Annual Leave may be taken wholly or partly in advance before the employee has become entitled to the Annual Leave.
- 5.1.4 The employer may direct an employee to take annual leave in the circumstances referred to in sections 93 (3) of the Fair Work Act 2009.
- 5.1.5 Except as otherwise provided in this clause, payment shall not be made by the employer to an employee in lieu of Annual Leave or part thereof to which the employee is entitled under this Agreement nor shall any such payment be accepted by the employee.
- 5.1.6 Payment

- (a) The employer shall pay each employee in advance, before the commencement of annual leave, his ordinary pay for the annual leave period.

5.1.7 Where the employment of an employee who has become entitled to Annual Leave provided by this Agreement is terminated and the worker has not taken an amount of annual leave which has accrued, the employer shall be deemed to have given the leave to the worker from the date of the termination of the employment and shall forthwith pay to the worker, in addition to all other amounts due to him or her, his or her ordinary pay for the period of that remaining annual leave.

#### 5.1.8 Definitions

- (a) “Ordinary Pay”

In relation to any worker means remuneration for:

- (i) The worker’s normal weekly number of hours of work as prescribed in Clause 2.3 (Hours of Work), Clause 2.5 (Shift Work) hereof calculated at the ordinary time rate of pay.
- (ii) Where no ordinary time rate of pay is fixed for an employee’s work under the terms of his or her employment, the ordinary time rate of pay shall be deemed to be the average weekly rate earned by him or her during the period in respect of which the right of the annual leave accrues.
- (iii) Where no normal weekly number of hours is fixed for a worker under the terms of his or her employment, the normal weekly number of hours of work shall be deemed to be the average weekly number of hours worked by him or her during the period in respect of which the right to the annual leave accrues.

- (b) “Continuous Service”

For the purpose of this clause a year of employment shall be deemed to be unbroken notwithstanding:

- (i) any Annual Leave or Long Service Leave taken within that year;
- (ii) any interruption or ending of the employment if such interruption or ending is made with the intention of avoiding obligations in respect of Annual Leave or Long Service Leave;
- (iii) any absence from work of not more than twenty (20) days in the year of employment on account of sickness or accident;
- (iv) any absence on account of leave (other than Annual Leave or Long Service Leave) granted, imposed or agreed to by the employer of not more than 30 days;
- (v) any absence on any other account not involving termination of employment;

and in calculating a year of employment any absence of a kind mentioned in paragraphs (i), (ii) or (iii) above shall be counted as part of the year of employment but in respect of absences of a kind mentioned in paragraphs (iv) and (v) above it will be necessary for the employee as part of his or her qualifications for Annual Leave to serve such additional periods as equals the period of such absence.

## 5.2 SICK LEAVE

### 5.2.1 Entitlement

An employee other than a casual who is absent from his or her work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

- (a) He or she shall not be entitled to be paid leave of absence for any period in respect of which he or she is entitled to workers' compensation under the relevant State legislation.
- (b) He or she shall by 8.30am on the day of absence inform the employer of his or her inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence. If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for duty, he shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence.
- (c) An employee shall be required to produce a medical certificate or other reasonable proof of illness to the employer for any period of absence of two days or more in any year of service to be entitled to payment for such absence.
- (d) He or she shall prove to the satisfaction of the employer (or in the event of a dispute, the matter shall be dealt with in accordance with Clause 7 (Settlement of Dispute)) that he or she was unable on account of illness or injury to attend for duty on the day or days for which leave is claimed.

### 5.2.2 Pieceworkers

Any pieceworker eligible for sick leave shall be paid sick pay at the rate of 6 2/3rd hours of the daily rate specified hereunder, for each completed month of service.

### 5.2.3 Other Than Pieceworkers

Any employee other than pieceworkers eligible for sick leave shall be paid sick pay at the rate of 6 2/3rd hours ordinary pay for each completed month of service. For the purposes of this clause "hourly ordinary pay" shall mean the daily or weekly rate for the relevant classification as prescribed in the Schedule of Rates, but excluding overtime or shift allowance, divided by eight (8) or forty (40) respectively.

### 5.2.4 New Rates to Apply Prospectively

These rates shall apply to sick leave accrued or taken after the commencement of the operation of this Agreement. Sick leave accrued prior to the commencement of this Agreement shall be paid at the rates applicable at the time it was accrued.

5.2.5 The minimum payment of sick leave shall be one (1) day unless payment is being made as provided in 5.2.6.

5.2.6 If the full period of sick leave as prescribed above is not taken, such portion that is not taken shall, provided the employee remains in the service of the employer, be cumulative from month to month.

## 5.3 LONG SERVICE LEAVE

- 5.3.1 All employees, other than casuals, shall be entitled to Long Service Leave on ordinary pay based on continuous employment in accordance with this clause.
- 5.3.2 The amount of such entitlement shall be:
- (a) On the completion by the employee of fifteen (15) years continuous employment with the employer, thirteen (13) weeks Long Service Leave and thereafter an additional four and one third weeks Long Service Leave on completion of each additional five (5) years of continuous employment with such employer.
  - (b) In the case of an employee who has completed more than fifteen (15) years continuous employment with the employer and whose employment is terminated otherwise than by the death of the worker, an amount of Long Service Leave equal to one –sixtieth of the period of his or her continuous employment since the last accrual of entitlement to Long Service Leave under 5.3.2(a).
  - (c) In the case of an employee who has completed at least seven and one half (7.5) years of continuous employment with the employer and whose employment is terminated for any cause, such amount of Long Service Leave as equals one-sixtieth of the period of his or her continuous employment.
- 5.3.3 If an employee who is entitled to any amount of Long Service Leave dies before or while taking Long Service Leave the employer shall pay to his or her personal representative a sum equal to the amount of ordinary pay that would have been payable to the employee in respect of the period of Long Service Leave not taken by the employee less any amount already paid to the employee in respect of any such leave not taken.
- 5.3.4 When an employee becomes entitled to Long Service Leave under this clause such leave shall be granted by the employer as soon as practicable having regard to the needs of his or her establishment, provided that:
- (a) The taking of such leave may be postponed to such date as is mutually agreed or in default of agreement the matter shall be dealt within accordance with Clause 7 (Settlement of Disputes).
  - (b) In no case shall any entitlements to Long Service Leave be lost or in any way affected by the foregoing provisions of this clause or by failure or refusal of the employer to grant this leave.
- 5.3.5 Notwithstanding anything in 5.3.4, where the employment of an employee is for any reason terminated before he or she takes any Long Service Leave to which he or she is entitled or where any Long Service leave accrues to an employee because of the termination of his or her employment the employee shall be deemed to have commenced to take this leave on the date of such termination of employment and he or she shall be entitled to be paid by the employer ordinary pay in respect of such leave.
- 5.3.6 If an employer and an employee so agree:

- (a) The first thirteen (13) weeks Long Service Leave to which the employee becomes entitled may be taken in two or three separate periods; and
  - (b) any subsequent period of Long Service Leave to which the employee becomes entitled may be taken in two (2) separate periods.
- 5.3.7 The ordinary pay of an employee on Long Service Leave shall be paid to him/her by the employer when the leave is taken and shall be paid in one of the following ways:
- (a) In full when the employee commences his or her leave; or
  - (b) At the same time as it would have been paid if any employee was still on duty, in which case, payment shall, if the employee in writing so requires, be made by cheque posted to a specified address; or
  - (c) In any other way agreed between the employer and the employee.
- 5.3.8 Any dispute as to:
- (a) whether or when an employee or an employee's personal representative is or has become entitled to Long Service leave or payment in lieu thereof; or
  - (b) the rate of ordinary pay of an employee for the purposes of this clause
- shall be determined in accordance with Clause 7 (Settlement of Disputes).
- 5.3.9 Ordinary Pay
- For the purpose of this clause "Ordinary Pay" in relation to any employee means remuneration for:
- (a) the employee's normal weekly number of hours of work, as prescribed in Clause 2.3 (Hours of Work) and Clause 2.5 (Shift Work) calculated at the ordinary time rate of pay.
  - (b) where no ordinary time rate of pay is fixed for an employee's work under the terms of his or her employment, the ordinary time rate of pay shall be deemed to be the average weekly rate based on the previous 250 actual days worked by an employee, divided by 50.
- 5.3.9 Where a business is, whether before or after the commencement of this Agreement, transmitted from the employer ("the transmitter") to another employer ("the transmittee") and an employee who at the time of such transaction was an employee of the transmitter in that business becomes an employee of the transmittee:
- (a) The continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;
  - (b) The period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be employment of the employee with the transmittee.
- 5.3.10 Where the employment of an employee apprenticed to an employer has been continued by that employer, the period of the apprenticeship shall be counted as part of the period of continuous employment of that employee with that employer.



- 5.3.11 No employee shall during any period when he or she is on Long Service Leave engage in any employment for hire or reward.
- 5.3.12 Any amount due and owing by the employer to an employee or his or her personal representative under this clause shall remain due and owing until paid.
- 5.3.13 For the purpose of this clause employment (whenever commencing) shall be deemed to be continuous notwithstanding:
- (a) the taking of any Annual Leave or Long Service Leave;
  - (b) any absence from work of not more than forty eight (48) weeks in any year on account of illness or injury;
  - (c) any interruption or ending of the employment by the employer if such interruption or ending is made with the intention of avoiding obligation in respect of Long Service Leave or Annual Leave;
  - (d) any interruption arising directly or indirectly from an industrial dispute;
  - (e) the dismissal of an employee if he or she is re-employed within a period not exceeding two (2) months from the date of such dismissal;
  - (f) the absence, not exceeding twelve (12) months, associated with the taking of parental leave pursuant to Clause 5.5 (Parental Leave);
  - (g) any other absence of the employee by leave of the employer.

In calculating the period on continuous employment of any employee any interruption or absence of a kind mentioned in paragraphs (a) to (c) above shall be counted as part of the period of his or her employment but any interruption or absence of a kind mentioned in paragraph (d) to (g) above shall not be counted as part of the period of employment.

#### **5.4 COMPASSIONATE LEAVE**

- 5.4.1 Subject to clause 5.4.2, an employee is entitled to a period of 2 days of paid compassionate leave (which may be taken as a single, unbroken period of 2 days, or 2 separate periods of 1 day or any separate periods to which the Employer and the employee may agree) for each occasion when a member of the employee's immediate family or a member of the employee's 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.
- 5.4.2 Proof of such death shall be furnished by the employee to the satisfaction of the employer. Provided, however, that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement of leave.
- 5.4.3 For the purposes of this clause "member of immediate family" means a spouse, child, parent, grandparent, grandchild or sibling of the employee or of a spouse of the employee (where a child includes an adopted child, stepchild, ex-nuptial child and an adult child, and a spouse includes a former spouse, de facto spouse and former de facto spouse).

## **5.5 PARENTAL LEAVE**

### **5.5.1 Entitlement**

Subject to the provisions of this clause and the provisions of the Fair Work Act 2009, employees with a minimum of 52 weeks continuous employment prior to taking leave pursuant to this clause are entitled to maternity, paternity and adoption leave in connection with the birth or adoption of a child.

### **5.5.2 Maternity Leave**

A female employee shall, upon the production of a medical certificate confirming her pregnancy and expected date of confinement, be entitled to period of up to 52 weeks unpaid maternity leave up to the child's first birthday.

### **5.5.3 Paternity Leave**

A male employee shall, on the production of a medical certificate naming his spouse (including de facto spouse), confirming her pregnancy and expected date of confinement or date of birth, be entitled to 52 weeks unpaid paternity leave up to the child's first birthday. Such leave may be taken as a period of one week during and immediately following the birth and a further period of 51 weeks.

### **5.5.4 Adoption**

An employee shall, upon the production of appropriate documentation from an adoption agency or government authority confirming the placement of an adopted child, be entitled to 52 weeks unpaid adoption leave up to the child's first birthday. Such leave may be taken as a period of up to three weeks at the placement of a child and subsequent of 49 weeks, or an unbroken period of 52 weeks following the placement of a child.

### **5.5.5 Job Guarantee**

- (a) The employer shall not terminate the employment of an employee on the grounds of pregnancy or absence on maternity, paternity or adoption leave, but otherwise the rights of the employer in relation to termination of employment are not hereby affected.
- (b) An employee returning to employment following an absence under this clause shall be entitled to the position he or she held immediately before taking such leave.

### **5.5.6 Continuity of Employment**

Absence on maternity, paternity or adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for all purposes of this Agreement.

### **5.5.7 Sick Leave**

If a pregnancy is terminated other than by the birth of a living child the employee shall be entitled to either such period of paid sick leave to which she is entitled or such period of unpaid leave as a registered medical practitioner certifies as necessary before her return to work.

## **5.6 SPECIAL LEAVE**

- 5.6.1 An employee who has completed at least five (5) years continuous employment with the employer and who proves to the employer's satisfaction the necessity to return to his country of origin may be granted a maximum of three (3) months unpaid leave of absence.
- 5.6.2 An employee who is granted leave in accordance with this clause shall not qualify for, or accumulate, any entitlements under this Agreement for the duration of such leave of absence.
- 5.6.3 An employee who fails to resume work at the expiration of his or her agreed period of leave of absence shall be deemed to have abandoned his or her employment and his or her employment shall terminate forthwith.
- 5.6.4 For the purpose of this clause his or her employment shall be deemed to be continuous in accordance with Clause 5.3 (Long Service Leave)

## **5.7 JURY SERVICE**

- 5.7.1 If any employee, other than a casual employee, is required to attend on any day at Court in compliance with a summons to appear as a juror he or she shall, for each day on which he or she so attends, be granted leave by the employer for that day.
- 5.7.2 Such employee shall be paid an amount equal to the difference between the fee to which he or she is entitled for attending on such day and, in the case of timeworkers and pieceworkers the rate prescribed in the Schedule of Rates for the classification in which he or she is employed.

## **5.8 RESUMING AFTER AN ABSENCE**

- 5.8.1 Employees absent from work for any reason whatsoever except Annual Leave, Long Service Leave, Compassionate Leave or Leave Granted, shall contact the employment officer or the person nominated by the employer by midday on the working day prior to resuming and make the necessary arrangements to resume work.
- 5.8.2 Should any employee present himself or herself for work after an absence without first making the necessary arrangements to resume work, the employer shall not be obliged to employ him or her on that particular day.

## **6. NOTICES AND RECORDS**

### **6.1 NOTICE BOARD**

- 6.1.1 The employer shall erect notice boards in prominent positions in the works for the purpose of posting union notices and information to be circulated from the Consultative Committee.
- 6.1.2 The Union will not post any notice which does not have direct connection either to the Agreement or to the relationship between the Employer and the employees who are bound by this Agreement.

## **6.2 TIME AND WAGES RECORDS**

- 6.2.1 Except where mechanical recording devices are used for the purpose of recording starting and finishing times, the Employer shall provide a time book or time sheet in which the Employer shall cause to be entered each day's starting and finishing times, each day's hours of work of each employee (including any overtime ) and the wages received each week.
- 6.2.2 Such entries shall:
  - (a) in the case of pieceworkers show the tally treated each day by each employee and the wages received each week;
- 6.2.3 It shall be a breach of this Agreement if any person knowingly makes, certifies or vouches for a false entry in such time book or time sheet.
- 6.2.4 Time books, time sheets and other records kept in compliance with this clause shall be kept for at least seven (7) years after they have been completed.

## **7. CONSULATIVE ARRANGEMENTS**

### **7.1 CONSULTATIVE COMMITTEE**

- 7.1.1 There shall be a Consultative Committee established at the plant.
- 7.1.2 This Committee shall consist of representatives of the Employer and the employees.
- 7.1.3 The Consultative Committee shall meet on a regular basis to consider any issues relating to the operation of this Agreement or any other matter pertaining to the relationship of employer and employees at the plant.

### **7.2 SETTLEMENT OF DISPUTES**

- 7.2.1 The purpose of this clause is to set out a procedure to settle disputes between an employee or employees whose employment is subject to this Agreement, and the Employer, about matters arising under this Agreement.
- 7.2.2 Work shall continue throughout all stages of the dispute.
- 7.2.3 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.
- 7.2.4 In the event of a dispute the employee concerned or his or her representative will meet and confer with the senior supervisor of the department. Failing a settlement, the employee or his or her representative and the department supervisor shall notify the works management and shall negotiate to resolve the dispute.
- 7.2.5 Failing a settlement of the dispute the employee may notify the union and the works management may notify its employer organisation. The works management, works departmental representatives, the employee or his or her representative and

representatives of the union and the appropriate employer organisation may then meet with a view to settling the dispute.

- 7.2.6 If agreement still cannot be reached, the matter shall be taken to the Commission for determination by conciliation and if necessary arbitration. The parties agree that they will accept the jurisdiction and decision of the Commission.
- 7.2.7 Both parties reserve the right to notify the Commission should the above provisions not be carried out.
- 7.2.8 That to avoid doubt 7.2 Settlement of Disputes applies to any matters relating to the National Employment Standards (NES)

## **8. OCCUPATIONAL HEALTH AND SAFETY**

### **8.1 OPERATION OF OCCUPATIONAL HEALTH AND SAFETY ACT, CODES OF PRACTICE AND REGULATIONS.**

- 8.1.1 The Occupational Health and Safety Act 2004 including all Codes of Practice and Regulations made under the Act shall apply to all workplaces covered by this Agreement.
- 8.1.2 Notwithstanding either clause 8.1.1 or any changes to the legislation specified therein the employer agrees to maintain the standards and obligations existing at the commencement of this Agreement for the term of this Agreement.
- 8.1.3 In the event that changes to occupational health and safety practices are deemed necessary by either party the issue shall be referred to the Consultative Committee.

### **8.2 PROTECTIVE CLOTHING**

- 8.2.1 The employer shall provide all employees with clean outer clothing and clean head covering and, in accordance with job requirements, waterproof boots.
- 8.2.2 The clothing shall be provided daily, free of charge prior to the commencement of work and shall be returned by the employee after work has concluded for the day.
- 8.2.3 The clothing remains the property of the employer and the employee shall take special care of the clothing.

### **8.3 FIRST AID**

- 8.3.1 The employer shall provide a medical Centre or First Aid Room in accordance with the Code of Practice (First Aid in the Workplace) made pursuant to the Occupational Health and Safety Act 2004.
- 8.3.2 Such Medical Centre or First Aid Room shall be staffed by a Level 2 First Aid Officer or equivalent.

- 8.3.3 In the case of work outside normal hours or shift work the appropriate First Aid Officer will be available when the Medical Centre is closed.
- 8.3.4 First Aid kits will be available in each distinct work area in accordance with the above Code of Practice and including first aid kits in the rendering room include a burns module.
- 8.3.5
- (a) It is proposed that each production section have designated First Aiders. The First Aid qualifications will be a minimum Level 2 qualification. Additionally training will be available to other employees although these may not be the designated First Aiders in the section.

#### **8.4 HANDLING OF CONDEMNED CARCASSES**

The employer shall provide ample quantities of hot water, soap and disinfectant for the use of employees required to handle carcass or parts of the carcass of animals condemned by Meat Inspectors as unfit for human consumption because of disease.

### **9. TRAINING**

#### **9.1 PROCESS FOR DEVELOPMENT OF TRAINING**

- 9.1.1 Consistent with the objectives of this agreement employees shall be given access to and participate in training programs which shall be directly relevant to the needs of both the employer and employees and which shall be established and delivered in accordance with procedures agreed by the Consultative Committee.
- 9.1.2 In establishing and delivering training the following principles shall be adhered to:
- (a) training will be predominantly delivered on the company premises including on the job, but when necessary off the job training will be provided;
- (b) if the training is performed by employees covered by this Agreement they will not be required to perform their normal functions while so doing and shall receive additional remuneration for performing this function as determined by the Consultative Committee.
- (c) all employees will be given equal access to appropriate training programs relevant to the job needs.
- (d) where willing participants exceed facilities available for training, the matter will be referred to the Consultative Committee for resolution.

#### **9.2 TRAINING OF PIECEWORKERS**

##### **9.2.1 Selection of Teachers in Slaughter Floor**

- (a) A competent slaughterer shall be designated as a teacher by the employer, following agreement by the Consultative Committee.

(b) One or more teachers shall be designated for the slaughter floor.

**9.2.2 Definition of Competency**

A learner slaughterer will be recognised as a competent slaughterer upon satisfying the teacher in conjunction with the supervisor of the department and the union delegate that competency has been achieved in the tasks selected.

**9.2.3 Selection of Tasks**

The tasks that a slaughterer learns shall be selected by the employer.

(a) Any current employee who feels that he or she has been unfairly denied the opportunity for selection as a learner may have their grievance considered through the union taking the matter up through the settlement of disputes procedure in clause 7.2.

**9.2.6 Payment of Learners**

Learners shall be paid no less than the labourer's rate or the rate of pay he or she would have earned in his or her previous classification whichever is greater during the learning period.

**9.2.7 Further Training and Multi-skilling**

Identification of tasks to facilitate greater multi-skilling and workplace flexibility and the system of rewarding additional skills including payment for training duties not part of the normal work of an employee shall be determined by agreement with the Consultative Committee.

## **10. SLAUGHTERING PROVISIONS**

### **10.1 GENERAL PROVISIONS**

**10.1.1 Hours of Work**

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

**10.1.2 Duties**

Duties shall be performed in accordance with the agreement reached with the union with regard to the methods of work and other arrangements in existence at the time of making this Agreement and any future agreement reached under this clause.

**10.1.3 Alterations etc. to Conditions of Employment**

No variation, alteration or addition to the conditions of employment of pieceworkers and/or "follow-on" labourers shall be introduced at any works without agreement in writing of the union and the employer.

**10.1.4 Teams**

- (a) The employer shall, after consultation with the Consultative Committee, determine the number of employees to be employed on any task or combination of tasks.
- (b) The piecework teams, together with any additional labour, which exist by agreement at the works at the date of this Agreement, shall continue to operate unless altered or

amended by subsequent negotiations and agreement in accordance with the provisions of this clause.

- (c) Seniority Clause: Seniority will be based on length of service as long as the employee has the skills to carry out the tasks required.

## **11. SALARY SACRIFICE**

- 11.1 Where it is agreed between the employer and the employee that an employee wishes to have their pay salary sacrificed for additional Superannuation, the employer will comply with the employee's request within two weeks. Details of any salary sacrifice arrangements shall be reflected on the employee's pay slip.
- 11.2 Employees who elect to sacrifice a portion of their wages to the superannuation fund may request that the company make deductions from gross income. These arrangements shall be altered no more than twice a year by request.
- 11.3 In order to gain the benefit from making Superannuation contributions from gross earnings, salary sacrifice to Superannuation may be agreed between the parties and must legally fulfil SGAA and Australian Taxation Office (ATO) requirements.
- 11.4 Any salary sacrifice arrangements entered into between the parties shall:
- (a) not disadvantage the employee or the Company in any way,
  - (b) be effective only on the written authority of the employee,
  - (c) be stopped immediately at the written request of the employee,
  - (d) have a statement detailing the salary sacrifice provided to the employee in their weekly pay slip,
  - (e) not reduce the employee's hourly all-purpose rate of pay for the purposes of Award entitlements (including accrued entitlements and the application of penalty rates),
  - (f) immediately be reviewed in the event of any change to any relevant Act(s) or ATO rulings.
- 11.5 Where an employee elects to salary sacrifice, the employee may receive less actual pay than their classification rate specified in the Agreement (i.e. the classification rate less the salary sacrifice amount).



## 12. Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.


### 13. Model consultation term

- (1) This term applies if:
  - (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
  - (b) the change is likely to have a significant effect on employees of the enterprise.
- (2) The employer must notify the relevant employees of the decision to introduce the major change.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;  
the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the 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.


(10) In this term, *relevant employees* means the employees who may be affected by the major change.

14 SIGNATORIES

  
 \_\_\_\_\_ Date 16/4/12

\_\_\_\_\_  
 For and on behalf of  
 Ararat Abattoirs Pty Ltd

Date \_\_\_\_\_

  
 \_\_\_\_\_  
 Jim BRITAIN  
 AMCIU ORGANISER

Date 16/4/12

\_\_\_\_\_  
 For and on behalf of  
 Slaughtering Section- Ararat

Date \_\_\_\_\_

IN FAIR WORK AUSTRALIA  
Application by Ararat Abattoirs Pty Ltd  
FWA Matter AG2012/4796

ARARAT ABATTOIRS SLAUGHTERING SECTION AND ARARAT  
ABATTOIRS PTY LTD ('The Agreement')

In response to the matters raised by Fair Work Australia in relation to the application by Ararat Abattoirs Pty Ltd for approval of the Agreement, the Parties to the Agreement make the following undertakings:

1. Shift workers who meet the definition in the Meat Industry Award 2010, are entitled to an extra week's annual leave.
2. Clause 2-Deductions. Clause 2.0(b) only applies where the stoppage is for a cause for which the employer cannot reasonably be held responsible'.

SIGNED



DATE 26/4/12

TED ROGERS  
Of Nott Road, Ararat, Manager  
For and on behalf of Ararat Abattoirs Pty Ltd



JIM BRITTAIN

DATE 24/4/12