

[2012] FWAA 3273

The attached document replaces the document previously issued with the above code on 17 April 2012.

References throughout the Decision to The Australian Meat Industry Employees Union are amended to The Australasian Meat Industry Employees Union to reflect the union's correct name.

Melissa Nassios
Associate to Commissioner Roe

Dated 20 April 2012



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

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

The Australasian Meat Industry Employees' Union
(AG2012/4676)

AUSTRALIAN TALLOW PRODUCERS PTY. LTD. AND THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES UNION ENTERPRISE AGREEMENT 2012

Meat Industry

COMMISSIONER ROE

MELBOURNE, 17 APRIL 2012

Application for approval of the Australian Tallow Producers Pty. Ltd. and the Australasian Meat Industry Employees Union Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *Australian Tallow Producers Pty. Ltd. and the Australasian Meat Industry Employees Union Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Australasian Meat Industry Employees Union (the Applicant). The agreement is a single-enterprise agreement.

[2] 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.

[3] 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.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 April 2012. The nominal expiry date of the Agreement is 1 March 2015.



COMMISSIONER

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AUSTRALIAN TALLOW PRODUCERS PTY LTD

and

AUSTRALIASIAN MEAT INDUSTRY
EMPLOYEES UNION

ENTERPRISE AGREEMENT 2012

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PART 1

1. THE AGREEMENT

1.1. Title

This Agreement shall be known as the Australian Tallow Producers Pty. Ltd. and the Australasian Meat Industry Employees Union Enterprise Agreement 2012.

1.2. Application of Agreement

- (a) This Agreement has been negotiated between Australian Tallow Producers Pty. Ltd. (the employer) and the Australasian Meat Industry Employees Union, representing all employees engaged in the processing operations undertaken by the employer at 690 Geelong Rd. Brooklyn.
- (b) This Agreement is binding on the union and shall apply to its officers and members and the employer and the employees of the employer employed in Victoria who are eligible to be members of the union, whether members of the Union or not.
- (c) This Agreement shall apply in relation to any employment to which it is applicable to the exclusion of the provisions of the Federal Meat Industry Award 2000 as varied and any Award varying or replacing the said Award or any other Award.
- (d) Any reference to "the employer" in this Agreement shall include reference to the successor, assignee or transmittee of such employer or part thereof and shall include reference to such employer or part thereof notwithstanding any change in its name or status.

1.3. Duration and Renewal

- (a) This Agreement shall come into operation from the beginning of the first pay period commencing on or after the date of approval of the Agreement by Fair Work Australia, and shall continue in force until the 1st March, 2015
- (b) The parties to this Agreement agree that negotiations to renew this Agreement will commence two months prior to the expiration of the Agreement.
- (c) Should negotiations not achieve agreement, the wages and conditions of employment shall continue as at the date of expiration.

PART 2

2. TERMS AND CONDITIONS

2.1. Wage Increases

- (a) A wage increase of 3% shall be paid from the commencement of this agreement. The wage rates set out in Clause 4 of this agreement include this 3%.
- (b) A further wage increase of 3% shall be paid from 1st April 2013
- (c) A further wage increase of 3% shall be paid from 1st February 2014

2.2. No Extra Claims

- (a) The payments made under this agreement shall be in lieu of any National Wage Case increases awarded by the Industrial Relations Commission during the nominal period of operation of this agreement.
- (b) It is a condition of this Agreement that the Union and its members employed by Australian Tallow Producers undertake not to pursue any extra claims for the duration of this Agreement except where consistent with the terms of this Agreement.

2.3. National Standards

This Agreement shall not operate so as to cause employees to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave and long service leave, or any other national standard determined by the Fair Work Act 2009.

2.4. Objectives

- (a) The parties of this Agreement are committed to:
 - (i) continuing an harmonious industrial relations environment through a commitment to consultation and recognition of the role of the union and its shop committee organisation in all aspects of this Agreement,
 - (ii) increasing the efficiency and productivity of the company 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 an agenda will include:
 - (i) continuous review of work and management practices efficiency and job satisfaction at a plant level,
 - (ii) measures designed to improve plant utilisation and ensure security of employment,
 - (iii) training issues including review of skill requirements, incentives for training, implementation of training programmes and multi-skilling,
- (c) Matters relating to significant changes in technology including structure of operations, or other exceptional circumstances shall be considered by the parties by

way of consultation. If, as a result of this consultation, a change to this Agreement is necessary the parties will co-operate to implement those changes.

2.5. Posting Of Agreement

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

2.6. Single Bargaining Unit

This Agreement shall be a complete document representing the position at Australian Tallow, and there shall be no reference to any other Agreement. Any matter pertaining to the employment relationship between the employer and employees not covered in this Agreement shall be discussed by the employer and the union and, if necessary, referred to the Consultative Committee established pursuant to Clause 7.2.

2.7. Definitions

- (a) "Commission" means Fair Work Australia.
- (b) "Union" means the Victorian Branch of the Australasian Meat Industry Employees Union.
- (c) "Employer" means Australian Tallow Producers Pty Ltd of 690 Geelong Rd, Brooklyn in the State of Victoria.
- (d) "Union Delegate" means the union representative for a Department of the works.
- (e) "Week" means the worker's ordinary working week.
- (f) "Works Delegate" means the union representative for the works as a whole.
- (g) "Transmission" for the purpose of Long Service Leave includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding interpretation.
- (h) "Workers Compensation" means any type of compensation for work related injury or disease under the applicable legislation.
- (i) "Ordinary pay" means the weekly rate currently paid to the worker in Clause 4.1 of this Agreement.

3. CONDITIONS OF EMPLOYMENT

3.1. Contract Of Employment

All Employees

An employee shall be informed when engaged of the nature of his or her engagement whether as a weekly or casual employee.

Weekly Employees

(a) All employees other than casuals shall be employed by the week.

(b) Termination:

Notice of termination shall be as per the following:

Period of continuous service:	Period of Notice
-------------------------------	------------------

Less than 1 year	1 week
------------------	--------

1 year to less than 3 years	2 weeks
-----------------------------	---------

3 years to less than 5 years	3 weeks
------------------------------	---------

More than 5 years	4 weeks
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If the employee is over 45 years of age and has at least 2 years continuous service, the notice specified above shall be increased by 1 week.

Payment in lieu of all or part of the notice prescribed above may be made at the discretion of the employer.

These provisions shall not prevent the employer from summarily dismissing the employee for serious misconduct.

Upon ceasing employment with the employer, the employee must within 24 hours, return to the company all equipment, property, records, documents etc in whatever form, which belong to the company. The employee must not keep any copies, in any form whatsoever of any company information or material without the express permission of the company.

(c) Notice of Termination by an Employee

The notice of termination required to be given by an employee shall be the same as required to be given by the employer, except for any period of notice applicable to the age of the employee.

If any employee fails to give notice the company shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

Casual Employees

(d) Engagement

A casual employee shall be engaged by the day and his or her employment shall cease at the end of each day.

Information about the engagement of casuals shall be provided at Consultative Committee meetings.

(e) Loadings

(i) A casual employee shall be paid the regular rate for the classification he or she is engaged under as prescribed in this Agreement plus 25% of such rate for each day or shift.

(ii) The 25% additional payment is compensation for casual employment, Holidays, Annual Leave, Personal/carer's Leave, Compassionate Leave and Long Service Leave.

Deductions

(f) 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.

(g) 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,
- (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 other raw materials essential to the continuance of rendering operations,

for which the employer cannot reasonably be held responsible.

Disciplinary Procedures

(h) The employer shall not unfairly dismiss an employee, and any dispute relating to this Clause shall be determined in accordance with Clause 7.3 (Settlement of Disputes).

(i) Should an employee be found responsible for matters relating to poor work performance or misconduct, the matter will be dealt with according to the Australian Tallow Producers Disciplinary Action Procedure (see Appendix A)

Any employee subject to disciplinary proceedings will have the right to personally address and answer any disciplinary allegation in the presence of their shop steward.

Every incident considered serious enough to warrant either termination or a final written warning will be thoroughly investigated before any outcome is decided.

The issue of fairness for all concerned and the need for a full investigation of each incident, rate more highly than any need for apparent consistency of outcome.

All disciplinary matters will be handled in a manner which maintains employee confidentiality, as far as is practicable.

PROCEDURES TO BE FOLLOWED

Disciplinary action may result from unsatisfactory performance and/or conduct. The following procedural steps are to be followed.

Step 1. INVESTIGATE

Step 2. DECIDE

Disciplinary Action Options (The actions shall depend on the nature of the problem)

Counselling		
First Warning	Counselling	
Second Warning	First & Final Warning	Counselling
Termination	Termination	Termination without notice

Step 3. IMPLEMENT

Step 4. MONITOR

3.2. Work To Be Performed

- (a) An employer may direct an employee to carry out such duties as are within the 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.
- (b) 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.
- (c) All work performed under this Agreement shall be carried out to the satisfaction of the employer.
- (d) Employees will take care to prevent any damage to company plant and equipment in the performance of their duties and will report immediately any damage that has occurred to any such plant and equipment. The company understands that accidental damage may occur from time to time. However, wilful damage to plant and equipment will result in the employee being summarily dismissed.
- (e) Employees are responsible to maintain good housekeeping in their general work area.

3.3. Changes To Systems And Methods Of Work

General decisions regarding methods of work, production processes, waste minimisation, introduction of machinery or new technology etc. shall be confirmed by management, following consultation with the Consultative Committee established under Clause 7.2. If the decision involves an entirely new method of

processing within the establishment such as installation of machines or new technology it will give the union 7 days notice in writing in addition to consulting with the Consultative Committee.

3.4. Hours Of Work

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.

3.5. Starting And Finishing Times

- (a) The employer shall notify employees of their normal starting and finishing times.
- (b) Normal starting and finishing times including shall only be altered following consultation with the Consultative Committee.
- (c) No alternation of such starting or finishing times shall be made for any period of less than one week.
- (d) Any dispute arising as to starting and finishing times fixed under paragraph 3.6, shall be determined in accordance with Clause 7.3 (Settlement of Disputes).

3.6. Shift Work and Work on Weekends and Public Holidays

Introduction of Shift Work

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

Shift Allowances

- (e) Permanent "afternoon shift" employees shall receive an additional 15% per week.
- (f) Permanent "night shift" employees shall receive an additional 27.½% per week.
- (g) Rotating shift employees working "afternoon shift" shall receive an additional 12.½% per week.

Employees on shift work required to work on a Saturday as part of their forty (40) hours in any week shall be paid for such Saturday work at time and a quarter based on the ordinary rate plus the shift work allowance.

Work on Weekends and Public Holidays.

Saturday Work.

With the exception of employees employed on shift work pursuant to Clause 3.7.3, all work performed on a Saturday shall be paid for at time and a half for the first two and one half hours and double time thereafter, provided that employees required to work on Saturday shall be guaranteed a minimum of four (4) hours pay calculated at the appropriate penalty rate.

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.

Public Holidays.

All work performed on any holidays as prescribed in Clause 5.4 (Public Holidays) shall be paid at double the ordinary rate in addition to the payment provided for the Public Holiday in Clause 5.4, provided that employees called to work on a holiday shall be guaranteed a minimum of four (4) hours-pay at double the ordinary rate in addition to the payment for the said Public Holidays.

3.7. Redundancy

- 3.7.1 Where the employer decides to close down permanently all or part of an operation or calls for voluntary redundancies this clause shall apply.
- 3.7.2 The employer will consult with the union immediately a decision under 3.8.1 hereof is made:
- (i) with respect to the likely effect on employees;
 - (ii) to ensure continuity of employment for as many employees as possible.
- 3.7.3 In the event that employees are to be terminated as prescribed in 3.8.1 hereof the following payments shall be made:
- (i) 2 weeks payment in lieu of notice;
 - (ii) 2 weeks pay for each year of completed service;
 - (iii) pro rata payment for each completed month of an uncompleted year;
- provided that such payments shall not exceed 26 weeks of ordinary pay and such payments shall be at ordinary rates of pay as defined in Clause 5.3 (Long Service Leave).
- 3.7.4 Employees who receive payments under clause 3.8.3 hereof shall be considered for employment on the same basis as new recruitment to the employer.
- 3.7.5 Any dispute with respect to the application of this clause shall be determined in accordance with Clause 7.3 (Settlement of Disputes).
- 3.7.6 **Transmission of Business**
- (a) Where a business is, before or after the date of this agreement, transmitted from the employer (in this sub-clause called "the transmitter") to another employer (in this sub-clause called "the transferee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

- (ii) the period of employment, which the employee has had with the transmitter or any prior transmitter, shall be deemed to be service of the employee with the transmitttee.
- (b) In this clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

3.8. Payment Of Wages

- (a) Wages shall be paid during the employees 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.
- (b) Wages shall be paid by deposit in a bank account or other similar account to be nominated by the employee .
- (c) On each pay day each employee shall receive a statement on the pay envelop or pay slip showing the total amount of ordinary wages, overtime and any other payments and all deductions there from, in respect of all such moneys paid to him or her.
- (d) 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.
- (e) Wages due to a casual employee shall be paid immediately on the termination of work on each day on which he or she is engaged if so requested by any such employee.

3.9. Meal Times

- (a) A meal break of thirty minutes shall be allowed to all employees (other than shift workers) no later than five (5) hours after commencing work. A midday meal break shall be allowed commencing at any time between 11.00 a.m. and 2.00 p.m.
- (b) The time of meal breaks shall be fixed by the Consultative Committee and shall not, except for operational necessity, be altered unless twenty-four (24) hours notice is given to the employee concerned.
- (c) An employee called upon to work during a meal interval shall be paid overtime rates for the period so employed and such overtime shall continue until a meal break is allowed.
- (d) Notwithstanding anything elsewhere contained in this clause, shift workers shall be allowed a criptime of not less than forty (40) minutes taken in two 20 minute breaks which shall be counted as time worked and paid accordingly.

3.10. 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) Nescafe coffee, tea bags, milk and sugar in the lunch room
- (c) A Television in the lunch room.

- (d) 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 1985.
- (e) Adequate supplies of cool drinking water at convenient locations.
- (f) Adequate supplies of anti-bacterial soap and sterile drying equipment in all washrooms.
- (g) Other facilities for the dining room shall be as agreed with the Consultative Committee.

3.11. Employee Liability

- (a) An employer 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.
- (b) 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 such 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.

4. CLASSIFICATION STRUCTURE, WAGES AND ALLOWANCES

4.1. Classifications and Wages

a) Rendering Level 3

➤ Entry Level

A new employee, or existing employee who is engaged below level 2 or a forklift operator.

➤ Skills and Duties

Works individually or in a team and is responsible for his or her own work subject to routine supervision.

Performs work of a routine, predictable, repetitive nature, requiring no special skills.

➤ Indicative Tasks

May include but are not limited to:

- * Hosing down and cleaning of plant and equipment as directed.
- * Sorting of raw material on belt.
- * Filling of drums and cartons with tallow.

➤ Training

- * Induction program.
- * Safety and Hygiene
- * Ongoing on the job and company training.

➤ Wage: \$741.60

b) Operator Level 2

➤ Entry Level

An existing employee performing this level of work or demonstrating this level of skills. A new employee who has successfully completed the three months on the job training and induction training.

➤ Skills and Duties

Works individually or in a team and is responsible for his or her own work subject to routine supervision.

Exercises some discretion in performing his/her duties.

Performs work of a routine, predictable, repetitive nature requiring patience, strength, flexibility and stamina.

Demonstrates an ability to analyse faults or problems in the processes and correctly react to alarms as they occur.

Is able to clearly record operating data from the processes.

Requires basic numeracy and writing skills.

Able to understand and maintain quality standards of the products being produced.

Has an understanding of the operation of the odour control equipment relating to his/her operating area in the plant.

➤ Indicative Tasks

May include but are not limited to:

* Hosing down and cleaning of plant and equipment.

* Operate Basic processes.

➤ Training

Ongoing on the job and company training.

➤ Wage: \$762.20

c) Operator Level 1

➤ Entry Level

An existing employee performing the level of work or demonstrating the level of skills of Operator Level 2

➤ Skills and Duties

Works individually or in a team and is responsible for his or her own work subject to routine supervision.

Exercises some discretion in performing his/her duties.

Performs work of a routine, predictable, repetitive nature requiring patience, strength, flexibility and stamina.

Demonstrates the ability to control and correctly monitor the operations of the continuous rendering plant.

Is able to clearly record operating data from the processes.

Requires basic numeracy and writing skills.

Able to understand and maintain quality standards of the products being produced.

Has an understanding of the odour control equipment relating to his/her operating area in the plant.

Understanding of the affects of raw material on process conditions.

➤ Indicating Tasks

May include but are not limited to:

* As per Operator Level 2.

* Operation and cleaning of the effluent treatment plant.

* Operation and cleaning of the pollution control equipment.

* Other fully automated processes as they come on line.

* Operating forklift and/or front end loader

➤ Training

Ongoing on the job and company training.

➤ Wage: \$782.80

4.2. Overtime

4.2.1 General

It is a condition of engagement and of employment that an 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.

4.2.2 Day Shift Workers

All time worked outside 8 hours or outside the ordinary hours of work on any day or day shift shall be deemed to be overtime and shall be paid for at time and one half for the first two and one half hours and double time thereafter, based on the ordinary rate of pay.

4.2.3 Shift Workers

All time outside eight hours on any shift as prescribed in Clause 3.7 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.

4.3. Meal Allowances

4.3.1 An employee required to work overtime for more than one (1) hour, either prior to or following eight (8) ordinary hours actually worked, or in such combination that more than one (1) hour of overtime is worked prior to and following eight (8) ordinary hours actually worked, shall be paid a meal allowance of \$12.24. This allowance shall be doubled, on any occasion where the employee works for more than fourteen (14) consecutive hours.

4.3.2 Any employee who is notified he or she will be called on to work overtime for more than one (1) hour and is not so worked shall be paid the meal money prescribed in clause 4.3.1.

4.3.3 The meal allowance shall be increased in line with the annual percentage increase in the consumer price index for take out food at the same time that wage increases under this agreement become due.

4.4. Call In Allowance

4.4.1 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 of \$12.87.

4.4.2 An employee may refuse a "call-in" request of a type describe in 4.4.1.

4.5. Superannuation

4.5.1 The employer shall be a participating employer in the Meat Industry Employees' Superannuation Fund Pty Ltd or the Australian Meat Industry Superannuation Trust. The employee shall have the right to choose which of these funds the employer shall make contributions to on the employee's behalf.

4.5.2 The employer shall make superannuation contributions on behalf of employees in accordance with this clause.

4.5.3 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 at a rate required by the S.G.C. (Administration) Act 1992 and the S.G.C. Act 1992 and shall make payments back to the date of engagement.

4.5.4 The employer's contribution for employees engaged as weekly employees is the amount required by the Superannuation Guarantee Act 1992..

4.5.5 The employer's contribution for casual employee is the amount required by the Superannuation Guarantee (Administration) Act 1992 and Superannuation Guarantee Charge Act 1992.

4.5.6 All contributions will be forwarded monthly to the appropriate Fund.

4.5.7 The employer's contribution will not be paid in respect to any unpaid absence from work of any employee.

4.5.8 Membership of a Superannuation Fund is a condition of employment.

4.6. Salary Sacrifice

4.6.1 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.

4.6.2 Employees who elect to sacrifice a portion of their wages to the M.I.E.S.F. may request that the Company make deductions from gross income. These arrangements shall be altered no more than twice a year by request.

4.6.3 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 fulfill SGAA and Australian Taxation Office (ATO) requirements.

4.6.4 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 or alter the employer's Superannuation contribution calculation or obligation to pay Superannuation under SGAA or SGCA,
- (f) 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),
- (g) immediately be reviewed in the event of any change to any relevant Act(s) or ATO rulings.

Where an employee elects to salary sacrifice, the employee may receive less actual pay than their classification rate specified in the Agreement (ie the classification rate less the salary sacrifice amount).

5. LEAVE PROVISIONS

5.1. Annual Leave

5.1.1 Except as otherwise provided in this agreement, every employee other than a casual shall at the end of each year of his or her employment become entitled to annual leave of four weeks on ordinary pay.

5.1.2 Employees working shift work pursuant to clause 3.6 hereof shall be entitled to 5 weeks of paid annual leave at the end of each year of his or her employment.

5.1.3 Annual Leave shall be given and taken in four (4) consecutive weeks or, if the employee and the employer so agree, leave may be taken in two (2) separate periods.

5.1.4 If the employee and the employer so agree, Annual Leave or either of such separate periods may be taken wholly or partly in advance before the employee has become entitled to the Annual Leave.

5.1.5 Annual Leave shall be given by the employer and shall be taken by the employee before the expiration of a period of six (6) months after the date upon which the right to such leave accrues.

5.1.6 For the purpose of developing a roster and system for taking annual leave the employer may, by agreement with an individual worker, make a once off pay out of annual leave accrued in excess of six weeks. There shall be consultation with the Consultative Committee in relation to the said roster and system. A worker returning to work following extended illness or injury shall not be immediately rostered to take annual leave. Except as otherwise provided in this clause, payment shall not be made by an 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, unless otherwise agreed with the Consultative Committee.

5.1.7 The employer shall give each employee at least seven (7) days notice, or less by mutual consent, of the date from which this Annual Leave shall be taken.

(a) The employer shall pay each employee in advance before the commencement of Annual Leave, his ordinary pay for the Annual Leave Period.

(b) A loading of 17.5% shall be paid in addition to that amount.

5.1.8 Where the Annual Leave or any part thereof has been taken before the right to the Annual Leave has accrued the right to further Annual Leave shall not commence to accrue until the expiration of the year of employment in respect of which the Annual Leave, or part has been so taken.

5.1.9 Where a public holiday as provided for under Clause 5.4 (Public Holidays) of this Agreement occurs during any period of Annual Leave taken by an employee under this clause, the period of the leave shall be increased by one day in respect of that holiday.

5.1.10 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 any part of that leave, 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.

5.1.11 This sub-clause applies with respect to every period of employment of an employee by an employer which is less than one year, such period being computed from the date of the commencement of the employment or, where the worker has during the employment become entitled to any Annual Leave or holidays under the last preceding clause, computed from the date on which he or she became entitled to that Annual Leave or to the last Annual Leave, as the case may be.

(a) Where the employment of any employee is terminated at the end of a period of employment to which this sub-clause applied, the employer shall forthwith pay to the worker, in addition to all other amounts due to him or her, an amount equal to four forty-eighths of his ordinary pay for that period of employment.

(b) Where the employment referred to in paragraph (a) of this sub-clause is terminated by the employer, an additional loading of 17.5% of the amount referred to in paragraph (a) of this sub-clause shall be paid.

5.1.12 Where the Annual Leave has been taken in advance by an employee pursuant to sub-clause 5.1.4 and the sum paid by the employer to the worker as ordinary pay for the Annual Leave or part so taken in advance exceeds the sum which the employer is required to pay to the employee under sub-clause 5.1.10, the employer shall not be liable to make any payment to the employee under sub-clause 5.1.10 of this clause, and shall be entitled to deduct the amount of such excess from any remuneration payable to the employee upon termination of the employment.

5.1.13 Where an employer intends temporarily to close (or reduce to nucleus) his establishment or a section thereof for the purpose (inter alia) of allowing Annual Leave to the workers concerned or a majority of them he or she may give in writing to such employees one (1) month's notice (or, in the case of any employee engaged after giving of such notice, notice on the date of the employee's engagement) that he/she elects to apply the provisions of this sub-clause; and thereupon -

(a) Any such employee who, at the date of closing is entitled to his or her Annual Leave shall be given the Annual Leave commencing as on and from the date of closing and, in addition, shall be paid four forty-eighths of ordinary pay for any period of employment after the accrual of his/her right to Annual Leave and up to but excluding the date of closing.

(b) Any such employee who at the date of closing is not entitled to Annual Leave shall be given leave without pay as on and from the date of closing and shall be paid four forty-eighths of his or her ordinary pay for the period of his or her employment from the commencement thereof or the accrual of the last leave (whichever is the later) and up to but excluding the date of closing, together with payment for any Award Holidays as provided for under Clause 5.4 (Public Holidays) of this Award which occur during such leave for which he or she is entitled to payment, and

(c) The next twelve (12) monthly qualifying period of employment for every such worker shall commence as and from the date of closing.

(d) In this sub-clause "date of closing" in relation to each employee means the first day of Annual Leave or Leave pursuant to this sub-clause.

5.1.14 Continuous Service

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

- (i) 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 illness 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.
- (v) Any absence on any other account not involving termination of employment.

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. Personal/Carer's Leave

5.2.1 Entitlement

(a) For each year of service with the employer an employee is entitled to 10 days of paid personal/carer's leave. Leave will accrue at the rate of 6.66 hours for each completed month of continuous service.

(b) An employee may take personal/carer's leave if the leave is taken:

(i) because the employee is not fit for work because of a personal illness, or personal injury, or

(ii) to provide care or support to a member of the employer's immediate family, or a member of the employee's household, in the event of personal illness or injury affecting the member, or an unexpected emergency affecting the member.

5.2.2 An Employee shall not be entitled to be paid leave of absence for any period in respect of which he/she is entitled to Workers Compensation.

5.2.3 An employee shall, as soon as possible and where practicable within one (1) hour of the commencement of such 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 those or any subsequent notified duration of absence the employee is unable to attend for duty, he/she shall notify the employer forthwith to this effect and as far as is practicable state the estimated duration of the further absence. An employee who fails to comply with the requirement to notify an absence in this sub-clause may be given a warning, and face disciplinary action under Clause 3.1.5 subject to consideration of all the circumstances.

5.2.4 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 consecutive days or more, to be entitled to payment for such absence.

5.2.5 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 7.3) that he/she was unable on account of such illness or injury to attend for duty on the day or days for which leave is claimed.

5.2.6 Any employee eligible for personal/carer's leave shall be paid at the rate of 6 hours ordinary pay for each completed month of service, plus 8 hours for each completed year of service.

5.2.7 If the full period of personal/carer's 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 up to a maximum of 160 hours.

5.2.8 The employer may, by agreement with any employee, pay such employee for the portion of personal/carer's leave so accrued, or should the employee accrue in excess of 160 hours personal/carer's leave, that additional accrual shall be paid to the employee at the 30th September, each year.

5.2.9 Should an employee eligible for personal/carer's leave, leave his or her employment for any reason, or be dismissed for reasons other than misconduct, he or she shall be paid for all personal/carer's leave that has been accumulated on his or her behalf up to a maximum of 160 hours.

5.2.10 Any such leave shall be paid at the employee's ordinary rate of pay.

5.3. Long Service Leave

5.3.1 All employees, other than casuals, shall be entitled to Long Service Leave on ordinary pay in respect to continuous employment.

5.3.2 The amount of such entitlement shall be:

- (a) On the completion by the employee of fifteen (15) years continuous employment with his or her employer, thirteen (13) weeks Long Service Leave and thereafter an additional four and a third weeks Long Service Leave on completion of each additional five (5) years of continuous employment with such employer.
- (b) In addition, in the case of an employee who has completed more than fifteen (15) years continuous employment with his or her 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 paragraph (I) of this sub-clause.
- (c) In the case of an employee who has completed at least five (5) but less than seven and one half (7.5) years of continuous employment with the employer, and whose employment is terminated by the employer for any cause, other than violence against a staff member or on account of permanent incapacity arising out of an injury which has accrued in the employ of the employer and which has qualified for compensation under the relevant legislation or by the permanent retirement of the employee on account of age or on account of genuine illness for which a medical certificate shall be provided by the employee to the employer, such amount of Long Service Leave as equals one-sixtieth of the period of his or her continuous employment.
- (d) In the case of an employee who has completed at least seven and one half (7.5) years of continuous employment with his or her 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 who has completed more than fifteen (15) years continuous employment with an employer dies while still in the continuous employment of such employer, his or her employer in addition to any sum payable under sub-clause 5.3.3, shall thereupon pay to his or her personal representative in respect of any period (hereinafter called the fractional period) of that continuous employment which is after the last accrual of entitlement to Long Service Leave under sub-clause 5.3.2, a sum equal to the amount of his or her ordinary pay for the period equalling one-sixtieth of such fractional period.

5.3.5 Where an employee who has completed at least five (5) years but less than fifteen (15) years of continuous service with an employer dies while still in the employment of such employer, his or her employer shall thereupon pay to his or her personal representative a sum equal to the amount of his or her ordinary pay for a period equalling one-sixtieth of the period of his or her continuous employment.

5.3.6 Except as provided in this clause, payment shall not be made by an employer to an employee or his or her personal representative in lieu of any Long Service Leave or part thereof to which the employee is entitled under this clause nor shall any such payment be accepted by an employee or his or her personal representative.

5.3.7 Notwithstanding anything in sub-clauses 5.3.1 and 5.3.2, for the purpose of determining:

(a) The amount of Long Service Leave or pay in lieu thereof to which an employee or an employee's personal representative is entitled in respect of a period of employment beginning before the commencement of the Victorian Labour and Industry (Long Service Leave) Act 1964 and ending after the said commencement; or

(b) Whether or not an employee is entitled pursuant to paragraph (a) of the sub-section (2) of Section (67) of the Industrial Relations Act 1979 to Long Service Leave in respect of a period of employment so beginning and ending;

(c) So much of that period of employment as was completed before the said commencement shall be reduced by one quarter.

5.3.8 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 regards 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 with in accordance with Clause 7.3 (Settlement of Disputes).

(b) In no case shall any entitlements to Long Service Leave be lost or in anyway affected by the foregoing provisions of this sub-clause or by failure or refusal of the employer to grant this leave.

5.3.9 Notwithstanding anything in the last preceding sub-clause where the employment of an employee is for any reason terminated before 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 his or her employer ordinary pay in respect of such leave accordingly.

5.3.10 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 (2) or three (3) 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 -

but save as aforesaid, Long Service Leave shall be taken in one (1) period.

5.3.11 The ordinary pay of an employee on Long Service Leave shall be paid to him or 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 - and the right to receive ordinary pay in respect of such leave shall accrue accordingly.

5.3.12 Where any holiday as provided under Clause 5.4 (Public Holidays) of this Agreement for which the employee is entitled to payment occurs during any period of Long Service Leave taken by the employee under this clause, the period of the leave shall be increased by one day in respect of that holiday.

5.3.13 Any dispute as to:

(a) whether or when an employee or an employee's person representative is or has become entitled to Long Service Leave or payment on lieu thereof; or

(b) the rate of ordinary pay of an employee for the purpose of this clause;

shall be determined in accordance with Clause 7.3 (Settlement of Disputes).

5.3.14 Where a business is, whether before or after the commencement of this Agreement, transmitted from an employer (in this paragraph called the transmittor) to another employer (in this paragraph called the transmittee) and an employee who at the time of such transaction was an employee of the transmittor 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 transmittor or any prior transmittor shall be deemed to be employment of the employee with the transmittee.

5.3.15 Any period of service as member of the Naval, Military or Air Force (other than a member of the Permanent Forces) of the Commonwealth of Australia shall be deemed to be employed with the employer by whom the employee concerned was last employed before he or she commenced to serve as such a member.

5.3.16 No employee shall during any period when he or she is on Long Service Leave engage in any employment for hire or reward.

5.3.17 No person shall knowingly employ any employee for hire or reward during any period when such worker is on Long Service Leave.

5.3.18 Any amount due and owing by an employer to an employee or his or her personal representative under this clause shall remain due and owing until paid.

5.3.19 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 standing down or dismissal of an employee on account of slackness of trade (and for no other reason) provided the employee is re-employed within twelve (12) months of such dismissal.
- (g) The absence, not exceeding twelve (12) months, associated with the taking of parental leave pursuant to Clause 5.6 (Parental Leave).
- (h) Any other absence of the employee by leave of the employer.

In calculating the period of continuous employment of any employee any interruption or absence of a kind mentioned in paragraphs (i) to (iii) 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 (iv) to (viii) above shall not be counted as part of the period of employment.

5.4. Public Holidays

5.4.1 Subject to the conditions and limitations of sub-clause 5.4.4 hereof all employees, except casual employees, shall be entitled to the public holidays hereinafter mentioned, viz. Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Melbourne Cup Day. But, if any other day be by Act of Parliament or Proclamation substituted for any of the above mentioned holidays, all employees shall be entitled to such day in lieu of the holiday for which it was substituted.

5.4.2 The parties recognise that because parts of industry that are operating on and around the above public holidays, Australian Tallow Producers may still need to operate on the public holidays. Therefore, the employees shall provide operational coverage on those days to ensure that material can be processed as required by the Company. To achieve this, a roster shall be drawn up in advance. This shall ensure a fair "sharing" of coverage occurs, over the year.

5.4.3 An employee shall not be entitled to payment for any such holiday or holidays 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 the consent of the employer or on account of Annual Leave, workers' compensation under the relevant State legislation, Compassionate Leave, Personal illness or Incapacity. A doctor's certificate provided by the employee if required by the employer shall be proof of such illness or incapacity.

Provided that:

- (a) where consecutive holidays occur the employee shall be entitled to payment for one of those days if he or she is otherwise absent on either the working day before or the working date after such holiday.
- (b) if the employee is dismissed by the employer through no fault of the employee on the working day before the holiday or holidays he or she shall qualify for payment for such holiday or holidays.
- (c) if an employee is dismissed through no fault of his or her own within fourteen (14) days before any of the holidays above mentioned and is re-engaged within fourteen (14) days after any of the holidays above mentioned he or she shall be deemed to have been dismissed for the purpose of evading payment for such holidays and payment or so evaded shall be due and payable to the employee.

5.4.4 Employees shall receive payment for the holidays prescribed in sub-clause 5.4.1 hereof at the ordinary rate of pay.

5.5. Compassionate Leave

5.5.1 An employee, other than a casual, shall, on the death of a wife, husband, father, mother, father-in-law, mother-in-law, grandparents, child or stepchild, brother or sister be entitled on notice to leave up to and including the day of the funeral of such relations, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days' work.

5.5.2 Proof of such death shall be furnished by the employee to the satisfaction of his or her 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 to leave.

5.5.3 For the purpose of this clause "wife" and "husband" shall not include wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

5.6. Parental Leave

Parental Leave (Maternity Leave, Paternity Leave & Adoption Leave):

The provisions of Schedule 1A of the Workplace Relations Act 1996 will apply.

5.7. Special Leave

5.7.1 An employee who has completed at least five (5) years continuous employment with his or her employer and who proves to the employer's satisfaction the necessity to return to his or her country of origin may be granted a maximum of three (3) months unpaid leave of absence.

5.7.2 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.

5.7.3 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.

5.7.4 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).

5.8. Jury Service

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, after notifying the employer, for each day on which he or she so attends, be granted leave by the employer for that day.

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 time workers and pieceworkers the rate prescribed in Clause 4 (Pay Rates) for the classification in which he or she is employed.

An employee shall advise the employer when his or her jury service has concluded and shall report for work the next day.

5.9. Resuming After An Absence

Employees absent from work for any reason whatsoever except Annual Leave, Long Service Leave, Compassionate Leave or Special Leave, 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.

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. TIME AND WAGES RECORDS

6.1 The employer shall keep time, wage and other records in accordance with the regulations made pursuant to the Workplace Relations Act 1996.

6.2 The time book or time sheet or other record kept in compliance with this clause shall on reasonable notice be produced by the employer for inspection at the works where the employee whose time has been recorded is employed at any reasonable time between 9.00a.m. and 4.00p.m. Monday to Friday inclusive to an official of the union who has been authorised, in writing, to inspect it by the Federal Secretary or a Branch Secretary of the said Union.

6.3 Such production shall not be required unless the union suspects that a breach of this Agreement is being or has been committed, and considers that the inspection is necessary in order to investigate such suspected breach.

6.4 The official making an inspection shall be entitled to make a copy of entries in such time book, or time sheet, or other record, relating to the suspected breach.

6.5 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.

6.6 Time books, time sheets and other records kept in compliance with this clause shall be kept for at least six years after they have been completed.

7. CONSULTATIVE ARRANGEMENTS

7.1. Union Shop Committee

The employer recognises the Union Shop Committee as the appropriate group with which all matters relating to the day to day operations at the plant will be raised.

7.2. Union/Management Consultative Committee

7.2.1 There shall be a joint union/management Consultative Committee established.

7.2.2 This Committee at each plant shall consist of the union shop committee and such representatives of the union as the union shall determine and such management representatives, but including senior management levels, as the employer shall determine.

7.2.3 This Committee shall meet on a regular basis to consider any issues relating to the operation of this Agreement or other matters arising pertaining to the employment relationship between the employer and the employees at the premises.

7.3. Settlement Of Disputes

7.3.1 In the event of a dispute the union delegate concerned shall confer with the senior supervisor of the Department. Failing a settlement, the delegate shall notify the works delegate and the supervisor shall notify the works management after which the works delegate with the delegate concerned shall negotiate with the works management.

7.3.2 Failing a settlement the works delegate shall convene a meeting of the union shop committee, which shall discuss the matter in dispute in an endeavour to solve the issue, then a delegation from that meeting shall negotiate further with senior company management.

7.3.3 The union and the employer shall notify each other as soon as practicable of the names of their respective representatives and the deputies for negotiations at plant level.

7.3.4 Failing a settlement of the dispute the works delegate shall notify the union and the works management may notify its employers organisation for the purpose of further negotiations between the works management, the union shop committee or its representatives and representatives of the union and the appropriate employer organisation with the view of settling the particular dispute.

7.3.5 Work shall continue throughout all negotiations.

7.3.6 If agreement still cannot be reached, the matter shall be taken to the Commission for settlement.

7.3.7 Both parties reserve the right to notify the Commission should the above provisions not be carried out.

7.3.8 The employers and the union agree that in the event of any dispute concerning the termination of an employee under Clause 3.1.5 the matter will be taken to the Commission for determination. The employer and the union agree they will accept the jurisdiction and decision of the Commission as constituted and the union will not support any other legal action in any other jurisdiction.

8. OCCUPATIONAL HEALTH & SAFETY, AND COMPENSATION

8.1. Operation Of Occupation Health And Safety Act, Codes Of Practice And Regulations

8.1.1 The Occupational Health and Safety Act Victoria 1985 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 the above sub-clause 8.1.1 or any changes to the legislation specified therein the employer and the employees agree 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.

8.1.4 The parties agree that the Issues Resolution Process of the Safety Committee shall be followed at all times, in the event of any dispute regarding safety.

8.2. Rest Periods

All employees, except shift employees, shall be allowed a fifteen (15) minute rest break between 9am and 10am, and a fifteen (15) minute break between 3pm and 4pm, provided that if mutually agreed, such rest breaks may be varied to a twenty (20) minute period between 9am and 10am and a ten (10) minute period between 3pm and 4pm

8.3. Protective Clothing And Equipment

- (a) The employer shall provide all employees with clean outer clothing, and in accordance with job and safety requirements, waterproof boots, torches, gloves, safety glasses and other equipment deemed necessary.
- (b) 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.
- (c) The clothing, safety and protective equipment remains the property of the employer and the employee shall take special care of all equipment and clothing.

- (d) The employer shall ensure that the correct use of safety and protective equipment is demonstrated to the employee. The employee shall undertake to correctly use said equipment at all necessary times, or be subject to disciplinary warnings in accordance with clause 3.1.5.

8.4. First-Aid

- 8.4.1 The employer shall provide Medical and First-Aid facilities in accordance with the Code of Practices (First-Aid in the Work Place) made pursuant to the Occupational Health and Safety Act 1985.
- 8.4.2 An allowance of \$5 per day will be paid to an appropriately qualified employee who acts in lieu of and performs the duties of a full time first aid officer or nurse.

8.5. Register Of Injuries And Incidents

- 8.5.1 The employer shall keep a register of injuries and incidents in an accessible place and employees will notify all injuries and incidents in the register.
- 8.5.2 The Health and Safety Representative will have access to the injuries and incidents register, and may accompany any injured employee who wishes to register an injury in the book.
- 8.5.3 When notifying an injury the employer and/or Health and Safety representative will ensure that the injured employee records their name and address, nature of injury and date of injury, or in the case of gradual process of injury the approximate date when the symptoms were noticed, in the register or injuries.

8.6. Availability Of Claim Forms

The employer shall ensure that claim forms for workers' compensation are readily available to employees who wish to lodge a claim.

8.7. Assistance From Representative And Copy Of Claim Form

The employer shall permit the Health and Safety representative or work's delegate to assist the employee in completing the claim form with the employee's consent.

The employer shall provide a copy or photocopy of the claim form to the employee and, with the employee's consent, to the representative or work's delegate.

8.8. Employer Shall Not Dismiss Injured Worker

The employer shall not refuse to receive the claim for compensation or dismiss an employee for giving notice of injury or pursuing a claim for compensation.

8.9. Payment Of Personal/carer's Leave Pending Resolution Of Claim.

Where liability for a claim is not accepted either by the employer or the insurer, and the employee has accrued personal/carer's leave entitlements, the employer shall commence to pay personal/carer's leave in the next pay period after the presentation of a certificate of incapacity.

8.10. Payment In Next Pay Period

Where a claim is accepted weekly payments shall commence in the next pay period after the claim is accepted.

8.11. Accident Pay

8.11.1 Subject to the conditions outlined in this Clause, an employee who qualified for workers' compensation under the relevant State Legislation will receive as accident pay an amount equal to the minimum weekly payment applicable to the employee's classification, less any weekly payments to workers' compensation and/or any wages paid as a result of a return to work.

8.11.2 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 classification different from the employee's normal duties. If there is a dispute between doctor's certificates as to the suitability of work the dispute may be referred to the disputes settlement procedure.

8.11.3 No payments shall be made for any injury arising out of an accident where the injured employee is knowingly in breach of, or refuses to comply with any statutory regulation, award provision or any policy, procedure or instruction relating to safe working practices at the establishment concerned.

8.11.4 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.

8.11.5 No payment shall be made in respect of any absence following a recurrence of injury arising out of employment with other employer.

8.11.6 No payment shall be made in respect of any period of other paid leave of absence.

8.11.7 Payment under this Agreement is limited to a maximum of 39 weeks on account of any one injury.

8.11.8 In the case of termination of employment by the employer, payment shall continue until the balance of the employee's current entitlement has expired.

8.11.9 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 the entitlement to pay under this agreement.

8.11.10 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.

8.11.11 Entitlement under this Agreement shall cease on the death of any employee.

8.11.12 In the event of any dispute arising as to 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 referred to the Commission whose decision shall be final.

8.11.13 If during the first 39 weeks of incapacity, an employee has his or her weekly payments reduced pursuant to the Accident Compensation Act the employer shall pay to the employee weekly payments in an amount equivalent to that which the worker would have received, had the worker's weekly payments of compensation not been reduced.

9. TRAINING

9.1. Process For Development Of Training

9.1.1 Consistent with the objectives set out in Clause 2.4 employees shall be given access to and participate in training programmes 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 Australian Tallow Producers is endeavouring to implement a quality system based on AS/ISO 9000 series. Implicit is the need for the involvement of all employees. Management has undertaken to maintain an environment which encourages all employees to identify and communicate to management opportunities for improvement in any area of the business. The method used by employees to make quality improvements shall be by teamwork. Employees are to actively promote and participate in Improvement Teams as directed by the Quality Council. Further, employees will participate in improvement projects and training, for the betterment of the organisation.

In establishing and delivering training the following principles shall be adhered to:

9.1.3 training will be predominantly delivered on the company premises including on the job, but when necessary off the job training will be provided,

9.1.4 levels of competency required and assessments as to whether they have been successfully reached shall be jointly determined by union and management representatives, through the consultation process. Competency standards shall be integrated with any relevant national competency standards approved by the National Training Board,

9.1.5 all employees will be given equal access to appropriate training programmes relevant to the job needs,

9.1.6 employees will be encouraged to participate in training programmes aimed at multi-skilling and other appropriate training programmes,

9.1.7 production employees are to use basic tools, subject to satisfactory training, to open up plant and equipment for cleaning and inspection purposes.

9.2. Induction Training

9.2.1 All new employees (other than those with recognised industry experience) shall complete an induction program as agreed by the parties.

9.2.2 Induction training shall be delivered on the job.

9.2.3 Representatives of the Australasian Meat Industry Employees Union will be given an opportunity during the induction process to address new employees and provide them with membership application forms.

10. FLEXIBILITY

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement in relation to leave loading.
- (2) The individual flexibility arrangement must:
 - (a) be in writing; and
 - (b) include the name of the employer and employee; and
 - (c) be 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) include details of how the arrangement will vary the leave loading and 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) state the day on which the arrangement commences.
- (3) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (4) 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.

11. ANTI-DISCRIMINATION

The parties to this Enterprise Agreement agree that:

- (a) It is their intention to achieve the principle object in s.351 of the Fair Work Act 2009, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise 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; and
- (b) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this EBA; and
- (c) Nothing in this provision allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) Nothing in these provisions prohibits:
 - (i) the payment of junior rates of pay; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) if:
 - A. The employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - B. The conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

12. SIGNATORIES



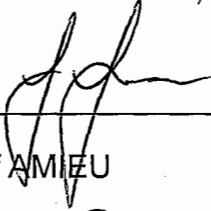
11-4-12

on behalf of Australian Tallow Producers Pty Ltd

Date

DIRECTOR

Barry John Palmer
680 GALLONS ROAD
BROOKLYN



11-4-12

on behalf of AMIEU

Date

JARROD JONES

A.M.I.E.U ORGANISER

62 LYGON ST
CARLTON 3053

APPENDIX A - AUSTRALIAN TALLOW PRODUCERS - DISCIPLINARY ACTION PROCEDURE

PREAMBLE:

Australian Tallow Producers hopes that all employees will recognise the link between what is in the interests of its employees and what benefits the company as a whole.

Maintaining a safe and productive workplace as well as keeping the business competitive, can only be achieved if the right people are employed and all employees fully support company policies and standards.

Conduct not conforming to the standard required may occur from time to time. With this possibility in mind, the following procedure contains, for all personnel of the company, an outline of how such occurrences will be treated and the possible outcomes.

PRINCIPLES UNDERLYING THE POLICY:

Australian Tallow Producers values each employee. The first priority will always be to retain employees rather than to see that investment in any way wasted. In all disciplinary matters the actions of Australian Tallow Producers will guide by the following principles.

Fairness	Any employee subject to disciplinary proceedings will be treated fairly, in accordance with the requirements of the relevant legislation, and with dignity and respect.
Natural Justice	Any employee subject to disciplinary proceedings will have the right to personally address and answer any disciplinary allegation in the presence of their shop steward.
Investigation	Every incident considered serious enough to warrant either termination or a final written warning will be thoroughly investigated before any outcome is decided.
Equity	The issue of fairness for all concerned and the need for a full investigation of each incident, rate more highly than any need for apparent consistency of outcome.
Confidentiality	All disciplinary matters will be handled in a manner which maintains employee confidentiality, as far as is practicable.

POLICY & PROCEDURES

Required standards of performance and behaviour are very much matters of common sense. Nevertheless, this policy spells out in some detail the sort of problems which may arise from time to time and from which some disciplinary follow-up will occur.

Examples of unsatisfactory behaviour include, but are not limited to:

- Refusal to obey a lawful instruction
- Abandonment of employment.
- Fraud against the company, such as falsification of records, including time records.
- Negligence or carelessness which affect quality or safety.
- Actual or threatened assault, at the workplace or in relation to issues involving the workplace.
- Abuse or harassment of fellow employees or management personnel.
- Bringing alcoholic substances or illegal drugs onto the company premises and/or consuming these without the consent of Management.
- Smoking in a no smoking area in the workplace.
- Attending for duty in a condition which constitutes a risk to one's own or any other employee's health and safety.
- Unauthorised possession of company property or the property of any another employee or a supplier, contractor or customer.
- Failure to abide by any other policies in place in the workplace from time to time, such as the Health & Safety Policy, Sexual Harassment Policy, Environmental Protection.
- Disregard of required practices relating to issues such as Timekeeping, Housekeeping, Wastage.

NOTE: Many potential problems will be avoided if all employees undertake to treat other people and their property in such a way that they would wish to have themselves and their property treated by others.

PROCEDURES TO BE FOLLOWED

Disciplinary action may result from unsatisfactory performance and/or conduct. The following procedural steps are to be followed.

Step 1. INVESTIGATE

- The appropriate manager / supervisor shall investigate the matter to establish (as far as is practicable), the facts.
- This investigation should be conducted as soon as possible to ensure as clear a recollection of events as possible.
- If the matter concerns the employee's **conduct**, any witnesses will be interviewed as soon as is practicable the witnesses should make written statements, in writing, in their own words and handwriting and signed by the witness.
- The company should ensure that all practicable steps are taken to gather as much information as possible.
- It may be necessary to stand-down the employee against whom the allegation is made whilst the investigation is carried out.
- The employee/s concerned **must** also be interviewed to answer any allegation of unsatisfactory performance/conduct. At this interview the company will put to the employee directly the substance of the allegation, ask for a response to those allegations.
- If the matter involves **unsatisfactory performance**, counselling involving a Remedial Action Plan (see annexure 1) may be appropriate. In the counselling process the supervisor will outline, preferably in writing, but in clear and specific terms to the employee, any areas of job performance, attitude, behaviour etc. that are not up to standard. The supervisor will then invite the employee's comments. Together, the supervisor and the employee will attempt to prepare a written statement of objectives, agreeable to the supervisor, which the employee makes a commitment to achieve. On-going monitoring of the situation should be undertaken.
- It is important that performance issues are addressed sooner rather than later to prevent the situation deteriorating, thus giving the counselling and non-punitive measures a greater chance of success.
- **If the employee is unwilling to cooperate with this counselling procedure, the supervisor could immediately or soon after conduct a disciplinary interview and, if appropriate, issue a written warning.**
- At all meetings with an employee where disciplinary action is a possibility, the company should ensure that more than one management person is involved and present. This second management person will be a witness to the events and can ensure appropriate standards are met.
- The employee will also be advised that they may have a witness present.

Step 2. DECIDE

- After considering all the information / evidence gathered in the investigation process, the company should determine to its satisfaction whether the employees response to the allegation is reasonable and whether the allegation has been confirmed.
- If the company is satisfied that the allegation is confirmed, it must determine what is the appropriate course of action it should take in dealing with the matter.
- The following table is a guide only. Each set of circumstances should be assessed and evaluated on its own merits to determine the extent of the problem and the appropriate action to be taken by the company.

Disciplinary Action Options (Each column is an option)

Counselling		
First Warning	Counselling	
Second Warning	First & Final Warning	Counselling
Termination	Termination	Termination without notice

Step 3. IMPLEMENT

- The employee should be advised of the decision following the investigation. If this involves any action by the company, (eg issuing a warning), the person should be advised of this and this action should then be confirmed in writing.
- If the matter concerns the employee's work performance, counselling, including the remedial action plan, if appropriate should be implemented.
- At this meeting and all future discussions/interviews, the employee will be told that it is a disciplinary interview and given the opportunity to have a witness present. (Taping this and any further meetings is a good idea, but all present must be aware that this is being done. The reason for taping is that the tape can be kept and there can be no lasting doubt or dispute about what was said. The transcript can be typed from the tape and a copy given to all present.)

Step 4. MONITOR

- Where appropriate the person's performance / behavior will be more closely monitored to assess compliance with standards. This review should be on-going rather than for a finite period.
- If compliance does not meet the required standards the process does not conclude. Management should continue with the process by re-investigating to specify the problems and decide on the appropriate action etc.

OTHER ISSUES**Witness**

In all interviews which may result in a warning being issued, or termination, the employee shall be entitled to, and shall be given the opportunity to have a union representative or friend present at the interview to witness proceedings.

English as a Second Language

Members of staff for whom English is a second language shall be entitled and advised as such, that they may have an interpreter present at all disciplinary interviews and counselling if they wish.

Duration of Warning

Australian Tallow Producers recognises that a disciplinary warning may no longer be considered to be active after a period of time has elapsed without further disciplinary action. The period that it is appropriate for a warning record to remain active is dependent on the nature of the disciplinary breach.

Documentation / Records

Supervisors / managers will generate records appropriate to the situation.

The Employee Discipline Action Interview Record form should be completed as a record of the employee interview. The document should be signed by the management representatives present and a copy given to the employee. The company should not insist on the employee signing the document.

All records (other than diary notes which do not result in a warning) will be placed on the employee's personnel file