

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/12

TITLE: Baiada Poultry (Tamworth) Enterprise Agreement 2002-2004

LR.C. NO: IRC2/6803

DATE APPROVED/COMMENCEMENT: 19 December 2002 / Commenced 6 November 2002

TERM: 6 November 2004

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE: 28 February 2003

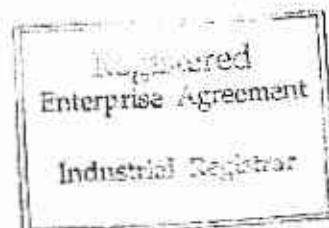
DATE TERMINATED:

NUMBER OF PAGES: 46

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Baiada Poultry (Tamworth) Pty Limited who are engaged at the poultry processing plant, 1 Out Street, Tamworth, NSW, who fall within the coverage of the Poultry Industry Preparation (State) Award

PARTIES: Baiada Poultry Pty Ltd -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch



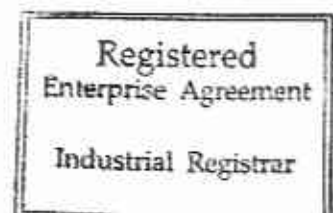
BAIADA POULTRY

(TAMWORTH)

ENTERPRISE

AGREEMENT

2002-2004



PART A**1 - ARRANGEMENT****Part A**

<u>Clause No.</u>	<u>Subject Matter</u>
25.	Accredited Employee Representative
8.	Accrued Leisure Time
14.	Allowances
24.	Amenities
16.	Annual Leave
17.	Annual Leave Loading
2.	Anti-Discrimination
30.	Area, Incidence and Duration
1.	Arrangement
20.	Bereavement Leave
5.	Contract of Employment
27.	Disputes Procedure
4.	Definitions
7.	Hours of Work
22.	Jury Service
19.	Long Service Leave
10.	Meals and Rest Periods
12.	Mixed Functions
9.	Overtime
21.	Parental Leave
23.	Payment of Wages
3.	Duress
15.	Protective Clothing and Equipment
28.	Redundancy and Change
11.	Saturdays, Sundays, Picnic Day and Public Holidays
18.	Sick Leave
6.	Skill Levels
29.	Superannuation
26.	Training
13.	Wages

<p>Registered Enterprise Agreement Industrial Registrar</p>

Part B

MONETARY RATES

Table 1	Wages
Table 2	Other Rates and Allowances



Registered
Enterprise Agreement
Industrial Registrar

2 – ANTI-DISCRIMINATION

- 2.1 It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 2.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this AGREEMENT the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 2.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 2.4 Nothing in this clause is to be taken to affect:
- 2.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 2.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 2.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 2.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 2.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES: Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

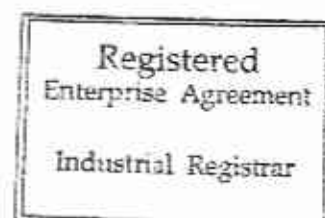


3 - DURESS

- 3.1 The parties declare that have entered into negotiations and the subsequent changes to the current work practices without duress or coercion and that the parties understand the full effect of the making of this agreement.

4 - DEFINITIONS

- 4.1 Weekly employee means a person engaged by the week.
- 4.2 Part-time employee means a weekly employee engaged for a minimum of 18 hours per week on not less than 3 days per week. A part-time employee will receive all the benefits of the agreement on a proportionate basis. The hours of work for part-time employees will be to a roster. Any work which is outside the roster is overtime. The roster can be altered with more than 48 hours' notice to the employee. There will be no more than one part-time employee for each full-time employee engaged. Where production needs require a higher ratio, the parties may agree on an appropriate ratio. In lieu of the ratio of part-time employees, the ratio of two part-time employees for each full time employee will apply.
- 4.3 Casual employee means an employee who is engaged as such by the hour. The employee will be informed of the minimum number of hours to be worked on any day. Such minimum will be not less than 4 hours on any day. A casual employee will receive a loading of 21 per cent in lieu of sick leave, public holidays, annual leave and compassionate leave.
- 4.4 Casual ratio There will be no more than one casual for every five full-time weekly employees. The parties may agree in writing to a ratio of casual employees to weekly employees of greater than 20 per cent.
- 4.5 Notional Day - The notional day may be agreed upon by the parties and posted accordingly.
- 4.6 Leading Hands - A Leading Hand is a 'hands on' employee appointed by the employer and allocated responsibilities determined by the employer to assist in the good order of workflow in an operating area, viz.:
- * Receiving production instructions and allocating the work flow to employees.
 - * To control the standards of work, work output to targets set by Supervisors and other Staff.
 - * To determine shortages in labour, or material or Plant failures, and to bring any deficiencies to the Supervisory Staff for action.



Where a failure in training or behavior occurs, Leading Hands shall immediately disengage from further action and place the matter into the hands of the Supervisory Staff.

Nonetheless, this does not preclude the Leading Hand from giving training but only on the direct instructions of a Supervisor or other Staff.

Leading Hands shall not breach any confidence placed in them by fellow employees or by Supervisory Staff.

A Leading Hand is appointed on merit and skill taking into account the following factors:

- (1) clerical aptitude;
- (2) how to supervise assessment;
- (3) work performance - experience;
- (4) attendance;
- (5) attention to detail;
- (6) general attitude to company standards;
- (7) training and education;
- (8) emotional stability;
- (9) maturity and leadership;
- (10) safety consciousness and willingness to follow safety rules.

In addition, the employer may appoint a person who has the appropriate qualifications to a position of Leading Hand for the purposes of acting as a First-aid Attendant.

4.7 Leading Hand - Small Group -

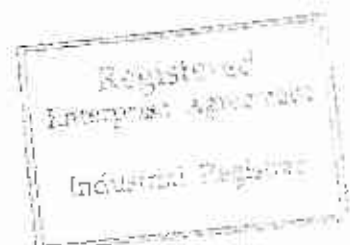
A Leading Hand - Small Group means a Leading Hand in subclause (v) with duties as defined supervising 20 employees or less and/or qualified and experienced as a Senior Quality Assistant or Senior Processing Materials Handler except where the employee is a Staff member.

A qualified First-aid Attendant may also be appointed as a Leading Hand - Small Group.

4.8 Leading Hand - Large Group -

A Leading Hand - Large Group means a Leading Hand with duties as defined in subclause 4.6 supervising in excess of 20 employees.

4.9 Service - Service for all purposes of this agreement shall be time on the job or paid time on leave. However, service shall not be interpreted to be in conflict with any statute.



- 4.10 Employment - Employment for all purposes of this agreement shall be elapsed time from the time of engagement.
- 4.11 Employer - means any company or business engaging persons under any contract of service at the factory located at 1 Out Street Tamworth or subsequent site.
- 4.12 Employee - means any person carrying out work under contract of service that is all or mainly for their labour within the bounds of the factory located at 1 Out Street Tamworth or subsequent site.

5 - CONTRACT OF EMPLOYMENT

- 5.1 Employment will be by the week; except for casuals. Any employee not specifically employed as a casual will be deemed to be employed by the week. Employment may be terminated by a week's notice from the employer or employee at any time during the week or by the payment/forfeiture of a week's wages.
- 5.2 Employees not attending for duty lose pay for the actual time of such non-attendance unless on Sick Leave.
- 5.3 If by reason of the failure or shortage of electric power an employer is unable to carry on his/her business during all the working hours of the day, wages of employees may be deducted for any part of a day in excess of 20 minutes when they cannot be usefully employed. However, employees required to attend for work on any day no work is provided, will be entitled to 2 hours' pay. Where employees commence work, they will be entitled to 4 hours' employment or pay in lieu.
- 5.4 The employer may dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and the wages will be paid up to the time of dismissal only.
- 5.5 The employer may deduct wages for any day or portion thereof during which an employee is stood down due to result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct or may deduct wages for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery.
- 5.6 The employer and employee representatives may agree to direct an employee to take "disciplinary leave"; in lieu of dismissal for an action other than willful misconduct. Such leave will be without pay and will be for a period of not less than one working day and not more than 20 working days. This direction may only be exercised once in every 6 months. Willful misconduct includes any theft, consumption or distribution of alcohol or drugs which are not prescribed,



and which are addictive and not legal for trade.

5.7 Counseling procedure - In any case where the actions of an employee are unacceptable to the employer, the employee will be counseled as a prerequisite to the commencement of termination proceedings. Except that this clause will not apply where the actions are so serious as to constitute grounds for summary dismissal.

5.8 Unless otherwise agreed the counseling procedure is:

5.8.1 The employee will be verbally counseled in the presence of a Union representative. The employer will clearly identify the unacceptable actions and advise on corrective measures and a review date.

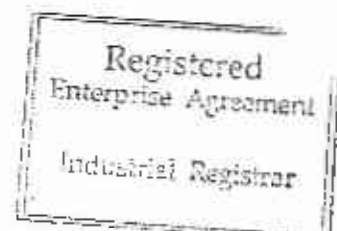
5.8.2 Where the initial counseling has failed to correct the unacceptable actions a further review will occur and will incorporate a final written warning to the employee identifying the unacceptable actions the corrective measures required, review date and advising the subsequent steps, i.e., disciplinary leave or termination.

5.8.3 If no change occurs by the review date the employer may consider the option of disciplinary leave or termination and the employee will show cause why this should not occur. After reviewing all the facts the employer may exercise the options available and direct the employee on disciplinary leave or give notice of termination.

5.9 Abandonment of Employment -

An employee absent from duty for more than 3 days without notifying the employer, will be deemed to have abandoned employment on the last day of duty. The employer will take any reasonable steps to be informed of the employee's situation over the next 24 hours including, where necessary, by registered mail the last notified address of the employee. However, if an employee is able to establish to the satisfaction of the employer that a good and cogent reason existed for this then the abandonment will not be final until the lapse of 14 days.

5.10 An employer may direct an employee to carry out duties within the limits of an employee's skill, competence and training and the employee will follow such direction.



6 - SKILL LEVELS

6.1 Process Employee Level 1 -

Points of Entry -

New employee with less than three months experience.

Skills/Duties -

Undertakes structured induction training (as defined).

Works under direct supervision, either individually or in a team environment.

Exercise minimum discretion.

Understands and utilizes basic mathematical process control procedures.
Undertakes training for any task. This may involve training in more than one specific area, depending on the employee's application to that/these tasks.

Promotional Criteria - Employees remain at this level for the first three months or until they are capable of effectively performing the tasks required of this function so as to enable them to progress to a higher level as a position becomes available. Employees will be assessed for promotion upon request to the employer. Employees deemed competent will be paid as per the skill level of the job they perform.

6.2 Process Employee Level 2 -

Points of Entry -

Level 1 -

An existing employee performing work at this level.

Proven or demonstrated industrial experience or equivalent qualifications.

Demonstrated skills appropriate to the enterprise (as defined).

Skills/Duties -

Responsible for the quality of his/her own work within this level.

Undertakes duties in a safe and responsible manner.

Exercises minimal judgment.



Points of Entry -
Level 1 -

Indicative of the tasks which an employee may perform are the following:

- (1) Launder of protective clothing in the factory environs.
- (2) Cleaning the amenities, canteen and general processing areas.
- (3) General gardening and cleaning around work place areas.

Promotional Criteria - An employee remains at this level until he or she has developed the skills to allow the employee to effectively perform the tasks required of this function and are assessed to be competent to perform effectively at a higher level so as to enable them to progress to a higher level position as it becomes available.

6.3 Process Employees Level 3 -

Points of Entry -

Level 2 or lower.

An existing employee performing work at this level.

An employee with other recognized industry experience or equivalent qualifications (as defined).

An employee with recognized enterprise experience (as defined).

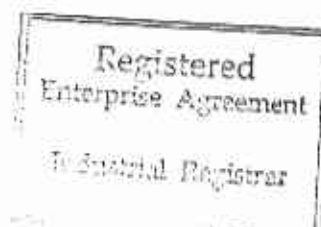
Skills/Duties -

Responsible for the quality of his/her own work within this level.
May be required to have higher knowledge of quality control.

Works in a team environment.

Indicative of the tasks which an employee may perform are the following:

- (1) All work associated with a chain or non-chain processing system from the truck loading bay dock and all work up to and including the scalding section of the plant.



- (2) Employees whose principal duties include all work from the scalding section up to and including the strapping section prior to entry into a permanent cold storage area.
- (3) Processing material handling.
- (4) Knife sharpener whose duties do not include deboning poultry product.
- (5) General work associated with the preparation, packing and storage of cooked and uncooked processed poultry products using steam and/or other means of heating.
- (6) A specialist cleaner using steam and chemicals to sanitize food processing equipment after the processing is completed.
- (7) All mincing, filling, debone machine operation, flavour injector, and mixer.
- (8) May be required to obtain license to operate forklift or to perform basic maintenance procedures.
- (9) Demonstrate basic interpersonal skills.

Promotional Criteria - An employee remains at this level until he or she has developed the skills to allow the employee to effectively perform the tasks of this function and are assessed to be competent to perform effectively at a higher level so as to enable them to progress to a higher level position as it becomes available.

Employees will be assessed to declare competency in the skill level required.

6.4 Process Employee Level 4 -

Points of Entry - Level 3 or lower.

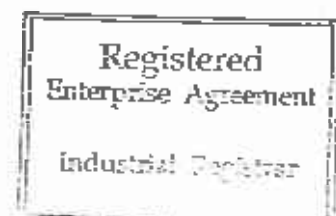
An existing employee performing work at this level.

An employee with other recognized industry experience or equivalent qualifications (as defined).

An employee with recognized enterprise experience (as defined).

Skills/Duties -

Indicative of the tasks which an employee may perform are the following:



- (1) All tasks associated with storage and retrieval of finished poultry products to or from freezing rooms and cool room, including employees who go into and out of freezer chambers as a part of their load checking duties.
- (2) Adult employees, driving a semi-trailer of any capacity within plant environs, loading and unloading the vehicle, monitoring livestock cooling devices and completes records as required.
- (3) May be required to be licensed to operate forklift.
- (4) Rendering or digestion operators, etc.

Promotional Criteria - An employee remains at this level until he or she has developed the skills to allow the employee to effectively perform the tasks required of this function and are assessed to be competent to perform effectively at a higher level so as to enable them to progress to a higher position as it becomes available.

6.5 Process Employees Level 5 -

Points of Entry -

Level 4 or lower.

An existing employee performing work at this level.

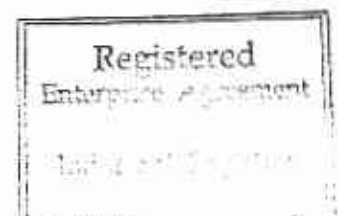
An employee with other recognized industry experience or equivalent qualifications (as defined).

An employee with recognized enterprise experience (as defined).

Skills/Duties -

Indicative of the tasks an employee may perform are the following:

- (1) Deboning poultry with a knife on a chain or bench, manual circular knife operation, manual band saw operation.
- (2) Product recording, having attained the appropriate industry standard.
- (3) Quality assistant who has attained appropriate industry qualifications.
- (4) Knife sharpening where duties include deboning poultry with a knife.



Promotional Criteria - An employee remains at this level until he or she has developed the skills to allow the employee to effectively perform the tasks required of this function and are assessed to be competent to perform effectively at a higher level so as to enable them to progress to a higher level position as it becomes available.

6.6 Process Employees Level 6 -

Points of Entry -

Process Employee Level 5; or
Proven and demonstrated skills (including, as appropriate, industry Certificates) to the level required of this grade.

Indicative Tasks -

An employee at this level will:

- (1) Be capable of performing the duties at all levels.
- (2) Have completed an internal/external accredited "Train the Trainer" course.
- (3) Undertake the training of other process employees as directed.

6.7 Boning Personnel

Recognized Level 5 boners (fully trained boners) will be paid the following incentive scheme over their base rate.

Base rate will be based on the following:

Base rate	\$474.30 per week
Plant bonus	\$30.00
Laundry allowance	\$11.25

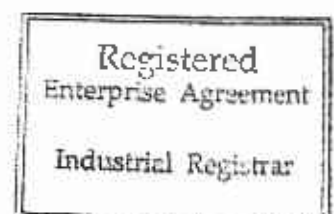
6.7.1 Base rate will apply for 38 hours per week over 5 days at 7.6 hours per day. RDO's will not be available to any employee choosing to work in the fillet room under the incentive scheme.

6.7.2 Incentive Systems

Breast Boners

The base rate will apply up to 290 kilos of breast meat. (Skin off or Skin on)
An incentive payment of 30 cents per kilo will apply for all kilograms of breast meat produced in excess of 290 kilos per day per boner.

The base rate will apply for up to 235 kilos of leg meat produced per day.
Skin on or Skin Off) Leg meat also includes thigh meat.
An incentive of 45 cents per kilo will apply for all kilograms of leg meat



produced in excess of 235 kilos per day per boner.

6.7.3 Payment of the incentive scheme is conditional on the following parameters

Once a boner has achieved minimum required kilos in breast meat, leg meat or a combination of both, he or she will be paid at the incentive rate for all product produced in excess of the minimum kilos required. If a boner is required to work in excess of 7.6 hours he or she will be paid as per the incentive scheme for all additional work unless they fail to achieve minimum pay rates as per the existing agreement. If this happens they will be paid whichever is greater,
I.e.: 7.6 hrs plus incentive, or 7.6 hours plus overtime rates.

6.7.4 Saturdays and public holidays will be paid at the rates set below.

No minimum kilos required. Breast boners rates will increase by 10 cents per kilo to 40 cents per kilo. Leg boners rates will increase by 10 cents per kilo to 55 cents per kilo. ie:

1. Breast meat produced on Saturdays or Public Holidays will be paid at the rate of 40 cents per kilo
2. Leg meat produced on Saturdays or Public holidays will be paid at the rate of 55 cents per kilo.

Hourly rates and penalty rates will not apply under the incentive system on these days unless a boner fails to achieve minimum pay rates as per the existing agreement. If this happens the incentive system will not apply and payment will be made at rates set out in existing agreement.

6.7.5 Quality Parameters

Payment of the incentive scheme is conditional on the following quality parameters.

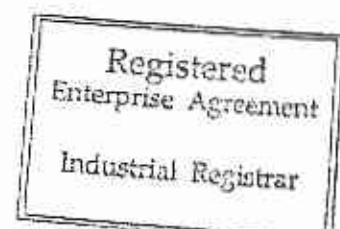
Minor quality defects: Minimal blood spots, excess trim

Major quality defects: Bone fragments, contamination by foreign objects or any other defect, which renders the product unfit for human consumption or to be returned to the company by the customer.

Minor Defects.

A maximum of four (4) per day per boner will be acceptable, without loss of incentive.

If defects exceed four (4) per day the boner responsible will be required to cease boning and inspect all of his or her product on that day.



Major Defects.

If the company is notified by its Quality Assurance Officer and / or external customer in excess of two (2) major quality defects per day from an identified boner, that boner will be required to cease boning and inspect all of his or her product on that day, and in addition will lose any incentive accumulated for that day.

6.7.6 Operation

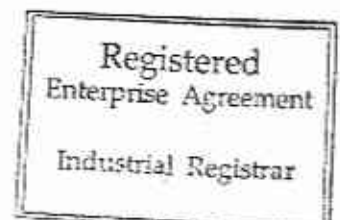
(1) This clause shall not apply to any employees in their first three months training period.

(2) This scheme will continue for the term of this agreement. The base rate of pay will be in accordance with the terms of this agreement.

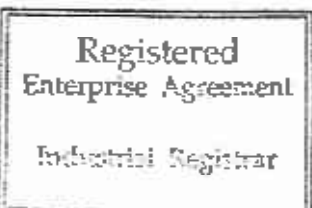
7 - HOURS OF WORK

The ordinary hours may be worked in any of the following ways:

- 7.1 Five equal days per week.
- 7.2 Nine equal days per fortnight.
- 7.3 Nineteen equal days in twenty.
- 7.4 Four equal days and one short day per week.
- 7.5 Four equal days per week.
- 7.6 Three equal days over 5 weeks and four equal days in the sixth week.
- 7.7 Three hundred and 4 hours over any 56-day period.
- 7.8 Any other agreed method of implementation which may include an accrual system for a rostered day off to a pattern determined by the employer with up to 5 days of accrual.
- 7.9 An assessment will be made as to which pattern of hours best suits the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the pattern of hours to be worked. In the absence of agreement at Plant level, in respect to the pattern of hours worked, the following procedure will be applied without delay:
 - 7.9.1 Consultation will take place within the particular establishment concerned.



- 7.9.2 If it is unable to be resolved at the establishment level, the matter will be referred to the Secretary of the Union (or Unions) concerned or their Deputy, at which level a conference of the parties will be convened without delay.
- 7.9.3 In the absence of agreement, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
- 7.10 Different patterns of hours may apply to various groups or sections of employees in the Plant.
- 7.11 Any work done prior to the spread of hours fixed in accordance with the following subclauses for which overtime rates are payable may be deemed for the purposes of subclauses 7.4 and 7.5 to be part of the ordinary hours of work.
- 7.4 Day Workers - The ordinary hours of service, exclusive of meal breaks, will be worked in:
- 7.4.1 Five days of 8 hours, Monday to Saturday inclusive, between the hours of 4.00 a.m. and 5.00 p.m.
- 7.4.2 The company will give reasonable notice to all employees if they elect to process varying hours during a particular working week. A minimum of seven (7) ordinary paid hours and a maximum of nine (9) ordinary paid hours is worked on any particular day.
- 7.4.3 The companies need to work a reasonable amount of overtime during any particular week is not in any way affected by the flexibility provision above.
- 7.4.4 Any hours worked in excess of forty (40) hours shall be paid at the rate of time and one for the first ten (10) hours and then double time there after.
- 7.4.5 If on any one particular day more than ten (10) hours is worked, employees are entitled to be paid at double time for these hours being in excess of ten (10) hours on that particular day.
- 7.4.6 If on any particular day during a week a breakdown occurs the company, by mutual agreement with the employees may continue to work and take the equivalent time off the following day.
- 7.4.7 Daylight Saving Hours - By agreement, in addition to the hours variation introduced by the State Government for daylight saving,



during daylight saving and by giving 28 days' written notice, the ordinary hours may all be brought forward a further 30 minutes.

7.4.8 Roster - A day roster for weekly employees will specify a commencing/finishing time of ordinary working hours of the respective sections of the Plant. An employer will not alter the roster of the ordinary hours of work except by giving not less than 48 hours' notice. The notice will be given by posting the alteration in accessible place.

7.5 Shift Workers -

Afternoon Shift - Afternoon shift of eight hours or less means any shift finishing after 5.00 p.m. and at or before midnight (otherwise 8.00P.M.).

Night Shift - Night shift means any shift finishing subsequent to midnight and at or before 8.00 a.m.

Early Morning Shift - Early morning shift means any shift commencing after 3.00 a.m. and before 4.00 a.m. (4.30 a.m. daylight saving)

Notice - Seven days' notice in writing will be given by the employer to the employee of an intention to work any shift work; however, shifts may be varied by agreement between the employer and the accredited employee representative or the employee and employer with less than 7 days' notice.

Roster - Shift rosters for weekly employees will specify commencing and finishing times of ordinary working hours of the respective shifts.

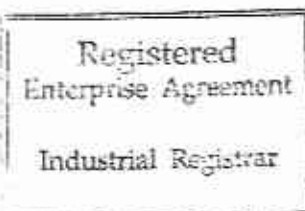
7.6 Shift Loading -

The shift loading will be paid as an allowance on the weekly rate for all work performed and for paid sick leave, paid public holidays and union picnic day except where such holidays or picnic day falls within a period of annual holiday:

Afternoon shift - 15 per cent.

Permanent night shift - 30 per cent.

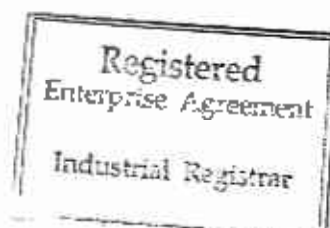
Early morning shift starting at 3.00 a.m. - 15 per cent.



8 – ACCRUED LEISURE TIME

Leisure credit system as follows:

- 8.1 One day off after 19 days - An employer may require his/her employees to work up to eight ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which will fall due after 19 ordinary weekdays, Monday to Saturday, including paid public holidays, paid sick days, paid compassionate leave, and paid jury service, subject to the following conditions and limitations:
- 8.1.1 When a day falls due it will be given and taken within the next 28 calendar days.
- 8.1.2 The day off will be on a fixed roster. The payment for the day off will be on the basis of 0.4 hours for each day worked. For payment purposes a day worked will include sick leave and paid public holidays, but will not include a day on compensation or unpaid sick leave or annual leave.
- 8.1.3 The employer will prepare a roster of days to be taken off as leisure time which will always remain as a notice of 28 days advice.
- 8.1.4 The planning for days off as leisure time will where practicable be in the ratio of two prime days for three other days for each individual.
- 8.1.5 The employer may elect not to roster leisure time in any short week or to reduce the incidence of leisure time, providing 28 days' notice is given.
- 8.1.6 An employer and employee may agree to retain the leisure time credit on a sequence which would coincide with a public holiday and a full discharge of credits. Payment for that rostered leisure time would be made by an additional ordinary payment plus the day's pay for the holiday.
- 8.1.7 If any employee is not granted the leisure time within 28 calendar days from the day due, the employee will be paid time and a half for the credit period as full discharge of that credit. This clause will not be read so as to imply that an employee may decide to appear for duty on a rostered leisure day.
- 8.1.8 An employee on planned leisure time off which coincides with a stand down or strike day will be paid for the credit of leisure time which was rostered off.

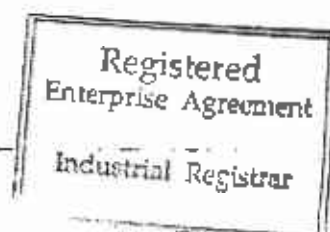


- 8.1.9 In the event of sickness occurring on prearranged leisure time, no sick leave deductions will be made; however, the employee will retain the paid leisure payment for that day.
- 8.1.10 Shift workers will be paid at their normal rate of pay for that day, including shift penalty for their rostered leisure time.
- 8.1.11 Special allowances, such as Freezer Allowance which accrue on an hourly basis, will be paid on rostered leisure time.
- 8.1.12 Allowances paid on a daily basis, such as Laundry Allowances, Hanging Live Poultry will not be paid on rostered leisure time.
- 8.1.13 All accrued credits as a result of the 0.4 hours credit towards leisure time will be paid out on the termination of each employee's employment.
- 8.1.14 In the event that an employee, by virtue of the arrangement of his/her ordinary working hours, is to take a day off on a day which coincides with pay day, such employee will be paid not later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.
- Notation: In these circumstances, it is understood that it may not be convenient or suitable to pay wages on the working day preceding pay day, especially where it would involve the employer in additional costs and administration.
- 8.1.15 Overtime will apply after 8 hours, when a credit system operates.
- 8.1.16 A day off on sick leave is one-fifth of a week and 7.6 hours off the credit.
- 8.1.17 Annual leave will be 20 lots of 7.6 hours plus 20 per cent.
- 8.1.18 A day off on a public holiday will be one-fifth of a week or 7.6 hours.
- 8.2 Nine-day fortnight - The same principles in subclause 8.1 will apply for a nine-day fortnight except that overtime will commence after 8 hours and 27 minutes. Paragraph 8.1.2 will be read as to mean 0.85 of an hour will accrue for each 8 hours 27 minutes of duty.
- 8.3 Other agreed method - The employer and the Union may agree upon a different system which is consistent with the principles of subclauses 8.1 and 8.2.



9 - OVERTIME

- 9.1 All time worked in excess of or outside the ordinary hours an employee is rostered will be overtime. It will be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- 9.2.1 An employee who has worked overtime for more than 2 hours after the employee's normal ceasing time and who has not been notified on the immediately preceding working day or earlier that the employee will be required to work overtime on any day, will be provided with a meal by the employer or in lieu thereof will be paid the sum set in item 9 of Table 2, Part B.
- 9.2.2 Where an employee is required to work for more than 1.5 hours' overtime after ceasing time, the employee will be allowed an unpaid meal break unless agreed otherwise of not less than 20 minutes at the end of the employee's normal ceasing time or at a time mutually agreed upon between the employer and the employee. An employee who has provided a meal after having been notified and who is not required to work after the normal ceasing time will be paid the sum set in item 9 of Table 2, Part B.
- 9.2.3 A meal need not be provided under this subclause nor need payment be made in lieu thereof if the employee be permitted to return home for the meal in question and can reasonably do so.
- 9.2.4 Any payment for a meal under this subclause will be in addition to any overtime payment under this clause.
- 9.3 Where overtime work commences on one calendar day or notional day and extends into the following calendar day or day the whole period of work will be deemed to have been worked on the former day for the purpose of calculation of overtime. Notional day as defined includes overtime which precedes ordinary duty on any day.
- 9.4 An employee who has left the employer's premises and is recalled to work overtime, whether notified before the employee has left the employer's premises or not, will be paid a minimum of 4 hours at double time; provided that such employee presents for work as required.
- 9.5 Employees will work reasonable overtime to meet the needs of the Industry and overtime will not unreasonably be refused provided that each section can be staffed where the full livestock has not been processed and packed off.
- 9.6 Each day will stand alone in computation of overtime, excluding where an employee is recalled to work (see 9.4).



- 9.7 All time worked on any day before the ordinary hours or after the ordinary hours as defined in Clause 7, Hours, will be paid at overtime rates but may be counted towards ordinary hours for the day by agreement.
- 9.8 An employee will be given at least eight consecutive hours off duty between the work of consecutive days or be released from duty without loss of pay on the next day until he or she has had at least eight consecutive hours off duty. If the employer directs the employee to resume duty without at least eight consecutive hours off duty, he or she will be paid at the rate of double time until released from duty to obtain eight consecutive hours off duty.

10 - MEALS & REST PERIODS

10.1 Meals -

- 10.1.1 An employee, except shift workers, will be granted an unpaid lunch break of not more than 1 hour or less than 30 minutes, not more than 5 hours after normal starting time.
- 10.1.2 All shift workers working shifts will be allowed 20 minutes for a crib at times to be agreed upon between the employer and the union, such time to be counted as working time.

10.2 Rest Periods - One rest period of 15 minutes will be allowed each forenoon and afternoon worked (except for shift workers who will be allowed two rest periods of 15 minutes at such time as will be agreed between the employer and the employee) and will be paid for as working time. The period of 15 minutes will be calculated from the time of ceasing work until work is resumed.

10.3 In lieu of the above arrangements, the employer and the Union may agree upon an alternative arrangement.

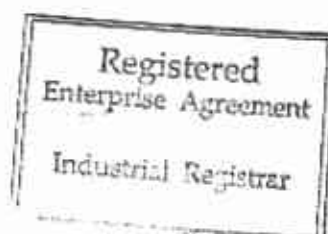
11 - SATURDAYS, SUNDAYS, PICNIC DAY AND PUBLIC HOLIDAYS

11.1 Saturday - The rate for ordinary duty on Saturday will be 50 per cent on the ordinary-time rate of pay.

An employee required to work overtime on Saturday will be paid the minimum of 4 hours at the appropriate overtime rate provided that such employee presents for work at the required starting time.

11.2 Sunday - The rate for ordinary duty on Sunday will be 75 per cent on the ordinary-time rate of pay.

The rate for overtime duty on a Sunday will be double time with a minimum payment of 4 hours at such rate except for work which is continuous with



ordinary duty.

- 11.3 The following public holidays under this agreement will be recognized and paid for as public holidays, ie Double Time and One Half or Time and One Half and a day off in lieu for all hours worked.

Christmas Day, New Years Day, Anzac Day and Good Friday.

- 11.4 Should the company because of production requirements wish to process on any of these days (pertained in clause 11.3 it will only be by the majority of employees on a voluntary basis.

- 11.5 The following public holidays under this agreement, should the company because of production requirements elect to work will be paid at Double Time and One Half or Time and One Half and a day off in lieu for all hours worked.

Boxing Day and Labour Day.

- 11.6 The following public holidays under this agreement, should the company because of production requirements elect to work will be paid at Ordinary Time.

Queens Birthday and Australia Day, Easter Monday and the Butchers Picnic.

- 11.7 Where Public Holidays creates a four day break in order to meet customer needs the company may require the Saturday or one of the public holidays days to be worked.

- 11.8 The company will give employees six (6) weeks notice of their intent and four (4) weeks notice to confirm should the company be required to process on any of the public holidays pertained in clause 11.

- 11.9 Understanding that customer demand and requirements may provide the company with minimal notice, any shorter period of notice than stated in clause 11.8 will only be by mutual agreement with the company, employees and the union.

- 11.10 Any employee absent without leave on the working day immediately preceding or the working day immediately succeeding an award holiday or holidays will be liable to forfeit wages for the holiday as well as for the day of absence except where an employer is satisfied that the employee's absence was due to illness or other reasonable cause, in which case wages will not be forfeited.

If the employee is rostered off duty on the day a public holiday falls due, the rostered day off will be re-scheduled to another day. Provided that an employee through re-scheduling a rostered day off receives no more or no less public



holiday hours than a full-time weekly employee working a flat 38 hours per week.

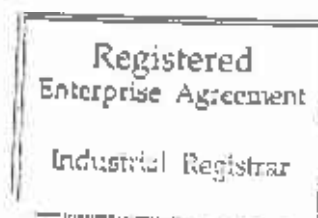
- 11.11 Where an employee has accrued a lieu day under the provisions contained in clause 11, the employee shall provide to the company the nominated day to be taken off.
- 11.12 Taking into regard manning requirements the employee and the company may seek an alternate day if the nominated day is unsuitable.
- 11.13 Prime days, ie (Monday and Friday) are available as lieu days to form a long weekend.
- 11.14 Lieu days can be taken singularly or accrued and taken as a block with in six (6) months of accrual.
- 11.15 Upon availability the company shall not unreasonably refuse an employees request, provided that no more than 10 % of employees for that section has requested the same day off.

12 - MIXED FUNCTIONS

- 12.1 An employee, who is required to perform on any day work for which a higher rate of wage than their ordinary classification is prescribed, will be paid as follows:
- 12.1.1 If an employee is required to perform such work for four hours or more, the employee will be paid for the day the higher (or highest, as the case may be) rate of wage prescribed for the work performed.
- 12.1.2 If an employee is required to perform such work for two hours or more but for less than four hours, the employee will be paid for one half day the higher (or highest, as the case may be) rate of wage prescribed for the work performed.
- 12.1.3 If an employee is required to perform such work for less than two hours, the employee will be paid the higher (or highest, as the case may be) rate of wage prescribed for the time actually occupied on such work.

Provided that no additional payment under this sub-clause need be made to an employee who is required to perform, on any day, such higher paid work for not more than 30 minutes because of the failure of another employee to be present at work.

- 12.2 An employee who is required to perform, on any day, work for which a lower rate of wage than that of their ordinary classification is prescribed, will suffer no



reduction in pay in consequence thereof.

- 12.3 Provided that whilst an employee is being trained to perform duties at a higher level, this clause will not apply.

13 - WAGES

- 13.1 The minimum rates of pay for weekly employees are as set out in Table 1 of Part B for each skill level.
- 13.2 A \$30 incentive attendance bonus will be paid per week for full attendance at work. Only paid on approved leave excluding absences on account of workers compensation and sick leave.
- 13.3 A further \$15 increase on the base wage of all classification 6 months after the date of acceptance of this agreement.
- 13.4 A further \$15 increase to the incentive attendance bonus after 12 months after the date of acceptance of this agreement.
- 13.4 Junior Employees will be paid the following percentages of the classification for the job they perform:

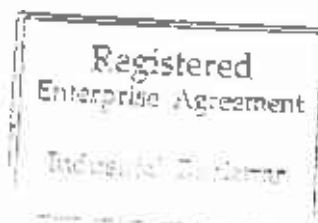
16 years - 60 per cent.
 17 years - 65 per cent.
 18 years - 70 per cent.
 19 years - 80 per cent.
 20 years - 90 per cent.

Except for a trainee or apprentice, a junior employee with more than 2 years of continuous service as defined with the same employer will be paid the appropriate adult rate of pay.

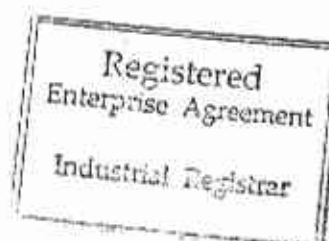
The proportion of the employees paid junior rates will not exceed one to every three adult employees, excepting that where the proportion is exceeded the junior employees with the most experience will progress to adult rates of pay until the proportion is attained.

14 - ALLOWANCES

- 14.1 Fork Lift - An employee called upon to operate a fork lift and who for that purpose holds the appropriate certificate of competency as set in item 1 of Table 2, Part B.
- 14.2 Crane and Hoist - An employee called upon to operate a crane or hoist and who for that purpose holds the appropriate license as set in item 2, Table 2, Part B.



- 14.3 Hanging Live Poultry Allowance - Employees engaged in hanging live poultry will be paid an allowance at the rate as set in item 3 of Table 2, Part B with a minimum payment of 4 hours.
- 14.4 Laundry Allowance - Employees required to launder the protective clothing worn during the course of their work and who keep the clothing in a clean and hygienic condition will be paid an allowance for each day worked as set in item 4 of Table 2, Part B.
- 14.5 Travelling Allowance -
- 14.5.1 Where an employee in the course of duty is required to go to any place away from the usual place of employment the employee will be paid all reasonable expenses actually incurred in excess of the normal work journey cost supported by documentation unless it is not possible to obtain documentation.
- 14.5.2 Where an employee in the course of duty is required to travel outside of working hours, in addition to paragraph 15.6.1 of this sub-clause, the employee will be paid at the ordinary rates for half of any time occupied in travelling outside of ordinary working hours which is in excess of the time normally occupied in travelling from home to the usual place of employment.
- 14.5.3 Where an employee is required to use a private motor car by the employer on a casual or incidental basis, and the motor car is comprehensively insured and the employee accepts all risks, the employee will be paid up to and including 2000cc an amount set in item 5 of Table 2, Part B and over 2000cc an amount set in item 5 of Table 2, Part B, per km travelled for the employer during such use. An employer may not demand that an employee use a private car for company business.
- 14.5.4 Where a full-time employee is required to provide a motor car the employer will pay an amount set in item 6 of Table 2, Part B per week (part-time or casual employee an amount set in item 6 of Table 2, Part B) plus, in each case, an amount set in item 6 of Table 2, Part B per km travelled for the employer. In addition the employer will reimburse the cost of tolls, parking meter and parking station fees but will not reimburse the employee for any fine.
- 14.5.5 Where an employer provides a vehicle the employer will pay the costs of maintenance, -registration, insurance and running expenses and the employee will maintain the car in a clean and hygienic condition consistent with the image of the Industry, and will display such promotional material on or in the vehicle as the company may require.
- 14.6 Meal Allowance - See Clause 9, Overtime.



- 14.7 Temperature Allowance - An hourly temperature allowance will be paid for each hour an employee is working in an artificially reduced temperature measured in Celsius, as follows:

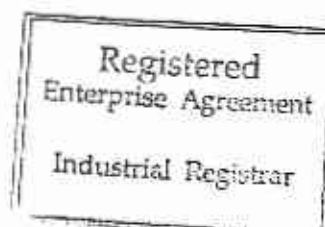
Below 4 degrees) as set out in
Below minus 16 degrees) item 7 of
Below minus 18 degrees) Table 2, Part B.
Below minus 20 degrees)

If the temperature should go below minus 26 degrees Celsius measured by placing a thermometer at a height of 1.2 metres in the centre of the work area at least 1 hour after starting time, after 10 minutes work the employee may refuse to work until the temperature rises to minus 26 degrees Celsius

- 14.8 Location Allowance - Employees engaged as a Live Bird Handler or By Product Handler will be paid an allowance at the rate set out in Item 8 per hour whilst so employed, with a minimum payment of four hours. This allowance will apply to employees employed in the unloading dock area or rendering plant area and will include the following job functions; internal movement of live birds in the unloading dock area, handling of live birds in the unloading dock area, cleaning of bird crates in the unloading dock area, hangers of live poultry, and secondary or back-up kill.

15 - PROTECTIVE CLOTHING & EQUIPMENT

- 15.1 All employees who work under wet or greasy conditions will be supplied as required with rubber boots and oilskins or plastic aprons free of cost.
- 15.2 The employer will supply free of cost to each employee three sets of overalls or aprons and head covering.
- 15.3 Employees drawing viscera will be supplied with suitable and sufficient hand protectors by the employer free of cost.
- 15.4 Such rubber boots, aprons, hand protectors, gloves, overalls or wraparounds and warm and/or protective clothing supplied by the employer, will remain the property of the employer and will be returned to the employer on termination of employment and if not returned, then the employer will be entitled to deduct from any moneys due to the employee the replacement value of the article not returned.
- 15.5 The employer will replace such articles replaced when they are no longer in a serviceable condition and or are deemed to be unsafe, but no employee will be entitled to a replacement unless the employee returns the corresponding article issued.



- 15.6 Wet conditions means conditions under which clothing or boots of employees would, in the absence of protective clothing, become wet with moisture in the course of their work.
- 15.7 Suitable warm clothing means protective clothing suitable for the purpose of keeping an employee's whole person warm.
- 15.8 Where protective clothing under this clause is supplied, it will be properly sanitised (procedures are to be put in place) and/or commercially laundered, whether used protective clothing or new protective clothing. No employee will be required to use clothing previously used without the protection of such sanitisation or laundering.
- 15.9 An employee will accept responsibility for personal items in a locker.
- 15.10 An employee will not consume food, drink or smoke in a locker room attached to a food production area to comply with health regulations imposed upon the employer.
- 15.11 The employer will supply for the use of employees, knives, steels, pouches and stone for sharpening knives and any other tools used in the course of their employment.
- 15.12 The articles so supplied will remain the property of the employer.

16 - ANNUAL LEAVE

See Annual Holidays Act 1944.

17 - ANNUAL LEAVE LOADING

- 17.1 Annual leave loading of 20% will be paid to employees whilst they are on annual leave.
- 17.2 Annual leave loading will not be paid for any leave taken in advance.
- 17.3 Annual leave loading will not be paid on weekend penalties or overtime.
- 17.4 The employer will pay any employee with less than 12 months service pro-rata annual leave loading if the employee takes leave due to an annual closedown.
- 17.5 When the employment of an employee is terminated by the employer for any cause except misconduct, annual leave loading will be paid on the whole of the annual holiday to which he or she became entitled.

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- 17.6 No annual leave loading is payable if an employee resigns for any reason except permanent and total incapacity.
- 17.7 Shiftworkers are paid as if at work or 20% whichever is the greater.

18 - SICK LEAVE

- 18.1 Employees with three months continuous service will be entitled to Sick Leave.
- 18.2 Employees with twelve months service will be entitled to ten days of Sick Leave per year. Employees with less than twelve months service will be entitled to Sick Leave of five days.
- 18.3 Employees with a personal illness or personal incapacity who are unable to attend for duty during ordinary working hours will be paid Sick Leave from this entitlement.
- 18.4 Employees who are sick due to their own serious and wilful misconduct will not be paid Sick Leave.
- 18.5 The entitlement to Sick Leave accumulates from year to year, for a maximum period of ten years.
- 18.6 Any period of paid sick leave will be deducted from the entitlement of sick leave.
- 18.7 If an employee is on Workers Compensation (in accordance with the *Workers Compensation Legislation Amendment Act 2001 (NSW)* the employer may pay the difference between the amount the employee receives whilst on Workers Compensation and their ordinary time rate of pay. If the difference is paid, it will be deducted from any Sick Leave currently owing to the employee.
- 18.8 Employees must notify the employer as soon as possible and within twenty-four hours of their absence due to illness and state the nature of the illness or incapacity and the date they expect to be able to return to work.
- 18.9 Employees claiming Sick Leave will prove to the satisfaction of the employer the illness or incapacity.
- 18.10 Continuous service includes any absence from work on leave granted by the employer, any absence from work by reason of personal illness, injury or other reasonable cause. Any such time lost will not be counted as part of the qualifying period of three months.

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- 18.11 The company will pay, on the employees anniversary each year, any sick days in excess of ten (10) days or fifty (50) percent of the employees annual agreement entitlement accumulated to date provided that,

The employee has accumulated a minimum sick leave bank of either ten (10) days or the cumulative total of fifty (50) percent of the annual award entitlement each year, whichever is the greater.

An employees sick leave bank shall not fall below ten (10) days.

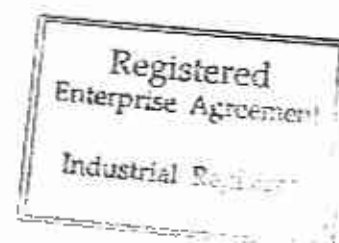
An employee has not used more than three (3) sick days leave during the year.

19 - LONG SERVICE LEAVE

See Long Service Leave Act 1955.

20 – BEREAVEMENT LEAVE

- 20.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia the employee shall be entitled to two days bereavement leave where such employee travels outside Australia to attend the funeral.
- 20.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- 20.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 21.1.3 ii) c), Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 20.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 20.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 21.2, 21.3, 21.4 and 21.5 of the said Clause 21. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.



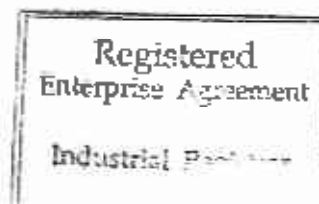
20.1.1 Use of Sick Leave -

20.1.2 An employee, other than a casual with responsibilities in relation to a class of person set out in subclause 21.1.3 (ii) who needs their care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in Clause 18 – Sick Leave, for absences to provide care and support for such persons when they are ill. Such Leave may be taken for part of a single day.

20.1.3 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

20.1.4 The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care and support of the person concerned; and
- (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:
 - (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.



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

20.2.1 Unpaid Leave for Family Purpose -

20.2.2 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person, as set out in subclause 21.1.3(ii), who is ill.

20.3.1 Annual Leave -

20.3.2 To give effect to this clause, but subject to the Annual Holidays Act 1944, an employee may elect, with the consent of the employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed upon by the parties.

20.3.3 Access to annual leave, as prescribed in paragraph 21.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

20.3.4 An employee and employer may agree to defer payment of the annual leave loading, in respect of single-day absences, until at least five consecutive annual leave days are taken.

20.4.1 Time Off in Lieu of Payment for Overtime -

20.4.2 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed upon with the employer.

20.4.3 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.

20.4.4 An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the agreement for any overtime worked under subclause 21.4.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer an employee must elect, within six months of accrual, whether to take overtime worked under the said subclause 21.4.1 as an overtime payment or as time off work at the ordinary-time rate of pay.



20.5.1 Make-up Time -

- 20.5.2 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.

21 - PARENTAL LEAVE

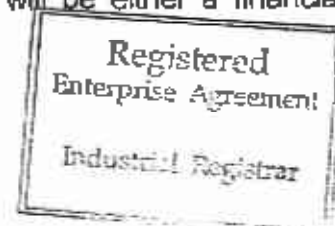
See the *Industrial Relations Act 1996 (NSW)*

22 - JURY SERVICE

An employee on weekly hiring required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between that paid for attendance for jury service and the amount of wage for ordinary time foregone due to jury service. An employee will notify the employer as soon as possible of the date they are required to attend for jury service. Further, the employee will give the employer proof of attendance, the duration of such attendance and the amount received for the jury service.

23 - PAYMENT OF WAGES

- 23.1 Wages will be paid in the employer's time on a fixed day each week and will include all monies up to the finishing time two weekdays earlier. Except when prevented by an industrial dispute beyond the employer's control, an employer will ensure that an employee kept waiting for wages for more than 15 minutes after the normal cessation of duty will be paid waiting time at single rates until such time as wages are available.
- 23.2 The employer may vary the pay day around public holidays and estimate the likely earnings.
- Payment received by estimation will be on the basis that an adjustment on the subsequent pay day or days to align actual earnings to estimated earnings will occur.
- 23.3 The employer may make payment by EFT, or cheque, or by cash providing that the employer meets any charges associated with the lodgement of the payment to nominated financial institutions. The nominated institution will be determined by the employee concerned. Such institution will be either a financial bank, building society or credit union.

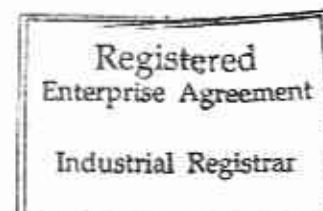


24 - AMENITIES

- 24.1 Each employer will provide:
- 24.1.1 A dressing room containing hot/cold showers.
 - 24.1.2 Lockers fitted with lock and key. An employee who is issued with a locker key and/or lock will be responsible for the loss of any key or lock (unless stolen). An employee will accept responsibility for personal items in a locker.
 - 24.1.3 An employee will not consume food, drink or smoke in a locker room attached to a food production area and will comply with health regulations imposed upon the employer.
 - 24.1.4 Where females are employed, a rest room with suitable resting facilities for their use.
 - 24.1.5 Clean lunch rooms, well ventilated, boiling water, a heating appliance for meals.
 - 24.1.6 Where so requested by 10 or more employees who regularly use bicycles for transport to and from their employment, a suitable structure for storing bicycles with protection from the sun and rain.
- 24.2 The employer, with the cooperation of the employees, will cause all amenities to be kept clean and in a sanitary condition.
- 24.3 Amenities for males and females will be separate.
- 24.4 Employers will provide for the use of the employees in factories a sufficient supply of wholesome cool drinking water from bubbler taps or other suitable drinking fountains.
- 24.5 The employer will permit a notice board or boards to be erected in a prominent position in the Plant so that it will be reasonably accessible to all employees working under this agreement.

25 - ACCREDITED EMPLOYEE REPRESENTATIVE

- 25.1 The Company recognises the Australasian Meat Industry Employees Union (Newcastle and Northern Branch) as the union that has representation rights of the employees who are covered by this agreement.
- 25.2 An elected Employee Representative will, upon notification to an employer in writing from the Union Secretary, be recognised as the Accredited Representative of the Union.



- 25.3 The company will introduce the on-site Union Representative to all new employees at the point of induction.
- 25.4 An Accredited Employee Representative will be permitted to put on notice boards notices signed or countersigned by the Representative posting it. Any notice not signed may be removed by an Accredited Employee Representative or by the employer.

26 - TRAINING

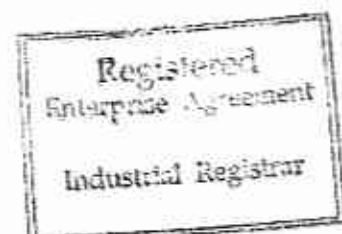
- 26.1 Training - The parties to this agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Industry, a commitment to training is required. Accordingly, the parties commit themselves to:
- 26.1.1 Maintain and develop an appropriately skilled and flexible workforce.
- 26.1.2 Provide the opportunity for career development consistent with the needs of the individual company.
- 26.1.3 Removing barriers to the utilisation of skills acquired.
- 26.2 An employer will develop a training program consistent with:
- 26.2.1 The current and future training needs of the enterprise.
- 26.2.2 The size, structure and nature of the operations of the enterprise.
- 26.2.3 The need to develop vocational skills relevant to the enterprise through internal courses or courses conducted by accredited providers.
- 26.3 Adult Trainee or Adult Apprenticeship - It is the intent of the parties to further develop the training concepts embodied in adult apprenticeship or traineeship and insert the developed program into the agreement.
- 26.4 Structured Induction Training includes some or all of the following: basic hygiene, occupational health and safety, literacy, numeracy, assisting with developing interpersonal skills, production procedures and plant layout etc.
- 26.5 Specific Training means skills based training to enable an employee to carry out duties at a particular level.
- 26.6 Recognised Industry Experience means the poultry processing industry and demonstrated/certification or by satisfactory completion of competency standards for the skills required at a particular level.



- 26.7 Employees as defined as Union Delegates shall be entitled to the combined equivalent of a maximum of Eighty (80) Hours paid per year to attend Trade Union Training.
- 26.8 Leave is to be confined to workplace union delegates who have been elected as such and who have held the position for a period of not less than 6 months.
- 26.9 The Company is to be consulted on the nature and content of the course that is to be attended and provide one (1) weeks notice in writing.
- 26.10 The granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
- 26.11 Leave will be approved where the course to be attended is of such a nature so as to improve the delegate's knowledge of industrial relations and related issues or are relevant to the industry, the company and its employees.
- 26.12 Any unused training leave shall not be cumulative.
- 26.13 Where an employee undertakes a course of study relevant to the industry, but not part of the Company's set training program, the Company shall give the consideration to the payment of time off the job, the course itself or both.
- 26.14 Such authorisation shall be at the companies discretion.
- 26.15 An employee wishing to use these provisions must provide course particulars and time frames to the Company.

27 - DISPUTES SETTLEMENT PROCEDURE

- 27.1 The parties agree that a firm commitment shall be undertaken so that the grievance procedures will be followed.
- 27.2 All grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:
- 27.3 Any grievance or dispute, which arises, shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- 27.4 If the matter is not resolved at this level, it will be further discussed between the affected employees(s) and the Union delegate or, where the employer's industrial representative and the employee's Union representative may be notified.

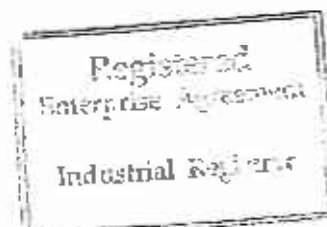


- 27.5 If no agreement is reached within a reasonable time period, the Union Secretary or his/her representative or where appropriate a nominated representative will discuss the matter with the employer's nominated industrial relations representative.
- 27.6 Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- 27.7 Should the matter still not be resolved within a reasonable time period either party may refer it to the New South Wales Industrial Relations Commission for settlement.
- 27.8 The parties shall, at all times, confer in good faith and without undue delay.
- 27.9 During the discussions the status quo shall remain and work shall proceed normally in accordance with this agreement and without any walkouts, stoppage of work or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter-giving rise to the dispute.
- 27.10 Where a critical and bonafide safety issue is identified that threatens the safety of employees the company shall direct the employees to a safe area and if possible allocate tasks in other areas until such times as the safety issue is resolved to the satisfaction of the Occupational Health and Safety Committee.

28 - REDUNDANCY & CHANGE

28.1 Application

- 28.1.1 This clause will apply in respect of full-time and part-time employees.
- 28.1.2 Notwithstanding anything contained elsewhere in this clause, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- 28.1.3 Notwithstanding anything contained elsewhere in this clause, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of



time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

28.2 Introduction of Change

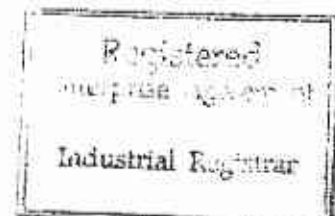
28.2.1 Employer's duty to notify

- (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the agreement makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.

28.2.2 Employer's duty to discuss change

- (1) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in 29.2.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 29.2.1.
- (3) For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer will not be required to disclose



confidential information the disclosure of which would adversely affect the employer.

28.3 Redundancy

28.3.1 Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to 29.2.1, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.4 Termination of Employment

28.4.1 Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with 29.2.1 above.

- (1) In order to terminate the employment of an employee the employer will give to the employee the following notice:



Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

28.4.2 Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with 29.2.1 above:

- (1) In order to terminate the employment of an employee the employer will give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.

28.4.3 Time off during the notice period

- (1) During the period of notice of termination given by the employer, an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.



- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

28.4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

28.4.5 Statement of employment

The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

28.4.6 Notice to Centrelink

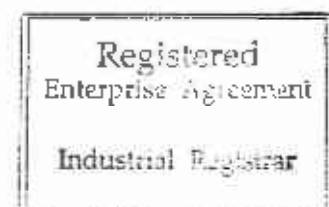
Where a decision has been made to terminate employees, the employer will notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

28.4.7 Centrelink Separation Certificate

The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

28.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 29.2.1, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still



owing.

28.5 Severance Pay

28.5.1 Where an employee is to be terminated pursuant to clause 29.4 above, subject to further order of the Industrial Relations Commission, the employer will pay the following severance pay in respect of a continuous period of service:

(1) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

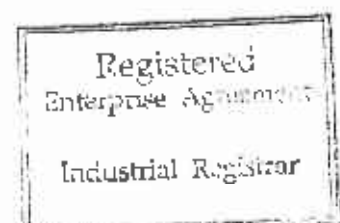
(2) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years of Age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over agreement payments, shift penalties and allowances provided for in the agreement.

28.5.2 Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in



paragraph 29.5.1 above.

The Industrial Relations Commission will have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph 29.5.1 above will have on the employer.

28.5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 29.5.1 above if the employer obtains acceptable alternative employment for an employee.

28.6 Savings Clause

Nothing in this agreement will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this agreement.

29 - SUPERANNUATION

29.1 Definitions -

In this clause the following definitions will apply:

- 29.1.1 "Approved fund" will mean any superannuation fund which has been approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.
- 29.1.2 "Eligible employee" will mean an employee who is employed to work in an establishment pursuant to the terms of this agreement and who has been so employed for 200 hours of duty.
- 29.1.3 "Freedom of choice" will mean an individual choice made in private and communicated in writing of each employee as to which superannuation scheme the employee wishes to join. The options will be either a fund of the Company's choosing or a fund of the Union's choosing eg: the Meat Industry Employees Superannuation Fund (MIESF).
- 29.1.4 "Ordinary-time earnings" will mean: The weekly ordinary-time regular earnings in any week including payments for a fixed shift. Ordinary-time earnings will also include any 'overaward payment'.



- 29.1.5 "Overaward payment" means the amount which an employee would receive in excess of the award rate of pay for the classification in which such an employee is engaged. Provided that such payment excludes payments related to overtime, meal money allowance and any other ancillary payment of a like nature prescribed by the award.
- 29.2.1 Contributions - An employer will pay to the Trustee of an approved fund, in respect of each eligible employee who has completed the relevant application form, an amount prescribed by the Superannuation Guarantee Legislation or at least three per cent of the employee's ordinary-time regular earnings in accordance with the exercise of such employee's freedom of choice. Should the employee not make a choice within 3 weeks of commencing work, the employer will pay superannuation contributions to MIESF.
- 29.2.2 When the employee becomes an eligible employee by having completed the required qualifying period of employment, the employer will pay contributions for the qualifying period.
- 29.3 An employer will remit to the Trustee of an approved fund all payments due in respect of eligible employees at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the employer and the Trustee.

30 - PARTIES, COVERAGE AND DURATION.

- 30.1 The parties to this enterprise agreement are :

Baiada Poultry Tamworth Pty Limited (ACN 002 925 948) called the company and,

The Australasian Meat Industry Employees Union (Newcastle and Northern Branch) called the Union.

- 30.2 This agreement shall be binding on :

The employer and all employees who are engaged at the poultry processing plant, as located in 1 Out Street Tamworth NSW (or any subsequent plant) and who perform any work that falls within the classifications of this agreement.

- 30.3 This agreement shall come into effect on the date of agreement and will remain in force for a period of two (2) years.

- 30.4 The union shall make an application for approval in the New South Wales Industrial Commission as soon as practical and with out delay.



PART B - MONETARY RATES

Skill Levels	Minimum Base Rate Per Week \$	\$15 Increase to Base Rate Per Week \$
Leading Hand – Large Group	\$29.37	
Leading Hand – Small Group	\$17.80	
Level 1	464.23	469.23
Level 2	471.76	486.76
Level 3	480.80	495.80
Level 4	489.30	504.30
Level 5	498.01	513.01
Level 6	532.58	547.58

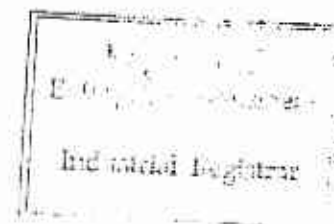


Table 2 - Other Rates and Allowances

Item No.	Claus No.	Brief Description	Amount S
1	15.1	Operate fork lift	2.85/day
2	15.2	Operate crane and holst	5.95/day
3	15.3	Hanging live poultry	0.31/hr
4	15.4	Laundry allowance	2.25/day
5	15.5.3	Up to and including 2000cc Over 2000cc	0.39 0.44
6	15.5.4	Required to provide motor car Required to provide motor car if part-time or casual For each km travelled	78.55/wk 15.45/day used 0.26/km
7	15.7	Below 4 degrees Below minus 16 degrees Below minus 18 degrees Below minus 20 degrees	0.13/hr 0.37/hr 0.67/hr 1.00/hr
8	15.8	Location Allowance	0.67/hr
9	15.6	Meal allowance	7.65

Registered
Enterprise Agreement
Industrial Registrar

30.5 The Consultative Committee, representing all parties, will remain active for the duration of this agreement, and the parties will commence negotiations in good faith, and without prejudice, no later than 6 months prior to the expiry date of the agreement in relation to the renewal or variation of this agreement.

31 - SIGNATORIES

Signed for and on behalf of Baiada Poultry Pty Ltd Tamworth

[Handwritten signature]

6-NOV-02

(Dated)

In the presence of: _____

[Handwritten signature]

(Witness)

Signed for and on behalf of the Australasian Meat Industry Employees Union, Newcastle and Northern Branch.

[Handwritten signature]

6th November 2002

(Dated)

In the presence of: _____

[Handwritten signature]

(Witness)

