

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/365

**TITLE: Baiada Poultry Pty Ltd (Tamworth Plant) Enterprise Agreement 2005-2007**

**I.R.C. NO:** IRC5/5197

**DATE APPROVED/COMMENCEMENT:** 25 November 2005 / 29 June 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/12.

**GAZETTAL REFERENCE:** 6 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 33

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Baiada Poultry Pty Ltd, 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 PTY LTD (Tamworth Plant)

## ENTERPRISE

## AGREEMENT

**2005-2007**

### PART A

#### 1. ARRANGEMENT

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## PART B

### **MONETARY RATES**

Table 1 - Wages

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## **2. PARTIES BOUND**

This Agreement shall apply at the Baiada Poultry Pty Ltd (ACN: 002 925 948) Processing Plant located at corner Out and Bridge Streets Tamworth NSW herein referred to as the "Company", and the Australasian Meat Industry Employees' Union (Newcastle and Northern Branch) herein after referred to as the "Union".

## **3. AREA, INCIDENCE AND DURATION**

- 3.1 This Agreement regulates the terms and conditions of employment also regulated by the Poultry Industry Preparation (State) Award (IRC no 7320 of 2004).
- 3.2 It will apply to all Baiada Poultry Pty Ltd (Tamworth) Processing employees working at the Processing Plant corner Out & Bridge Street Tamworth who are covered by the Poultry Industry Preparation (State) Award (IRC no 7320 of 2004).
- 3.3 This Agreement will come into effect from the date it was accepted by the parties being Wednesday 29<sup>th</sup> June 2005 and will remain in force for 2 years from such date.
- 3.4 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 3 months prior to the expiry date of the Agreement in relation to the renewal or variation of this Agreement.
- 3.5 In the event that either party wishes to terminate the Agreement at or after its nominal expiry date, that party must do so by providing 3 months written notice of its intention to terminate the Agreement, in accordance with Section 44 of the Act.

## **4. RELATIONSHIP TO EXISTING AWARD**

This Agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award, (IRC no 7320 of 2004) herein after referred to as the Award but in the event of any inconsistency between this Agreement and the above Award, this Agreement shall take precedence.

## **5. AIMS AND OBJECTIVES**

**The objectives of this Agreement are**

- (i) To recognise the contributions of all employees' to improvements in productivity and efficiency.
- (ii) To provide wage increases to employees.
- (iii) To provide flexible working conditions in relation to sick leave, overtime and public holidays, and
- (iv) To provide the company with sufficient flexibility in order to increase the efficiency of its business and stability of employment.
- (v) To provide career paths for employees' through structured training.

## **6. ANTI-DISCRIMINATION**

- 6.1 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.
- 6.2 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 fulfilment 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.

- 6.3 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.
- 6.4 Nothing in this clause is to be taken to affect:
- 6.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 6.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
  - 6.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 6.4.4 A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 6.5 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."

## **7. DURESS**

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

## **8. DEFINITIONS**

- 8.1 Weekly Employee means a person engaged by the week.
- 8.2 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.

- 8.2.1 Permanent Part Time (Variable Hours) Employee means an employee engaged as such by the week to work regularly less hours of work than a full time employee. The hours of work may vary from week to week with a minimum of twenty (20) hours in any one-week. A minimum engagement period of 4 hours per day will apply.

Employees will be advised in writing the week prior and no later than the Friday of that week as to the rostered hours of work for the following week.

Where hours of work cannot be determined (as stated above) due to changes in productivity, hours of work will be notified as soon as possible.

A part time employee shall be paid for each hour worked in ordinary time at an hourly rate equal to one thirty eighth of the weekly rate appropriate to the classification under which the employee is employed plus 7.5% loading (referred to as variable loading) on all ordinary hours worked.

Where, due to changes in production requirements, insufficient work is available to a part time (variable hours) employee, such employee after twenty four (24) hours notice may be stood down without pay; or have his/her employment made redundant in accordance with Clause 32 of this Agreement.

An employee engaged on a part time basis shall be entitled to payment in respect of annual leave and sick leave arising under this Agreement on a proportionate basis, according to the ordinary hours worked each week.

Payment in respect of any period of public holiday or compassionate leave as provided for in the Agreement shall be made according to the number of hours the employee would have worked on the day or days on which leave was taken so as not to reduce the employees wage below the level which the employee would have received had he/she not been absent from work.

8.3 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.

8.4 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%.

8.5 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, such as:

- \* 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.

- 8.6 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.
- 8.7 Employment – Employment for all purposes of this Agreement shall be elapsed time from the time of engagement.
- 8.8 Employer – means any company or business engaging persons under any contract of service at the locations referred to in clause 3.2 of this Agreement or subsequent site.
- 8.9 Employee – means any person carrying out work under contract of service that is all or mainly for their labour within the bounds of the locations referred to in clause 3.2 of this Agreement or subsequent site.

## **9. CONTRACT OF EMPLOYMENT**

- 9.1 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.
- 9.2 Employees not attending for duty lose pay for the actual time of such non-attendance unless on Sick Leave.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 Counselling Procedure - In any case where the actions of an employee are unacceptable to the employer, the employee will be counselled as a prerequisite to the commencement of termination proceedings, except that this clause will not apply where the actions are so serious as to constitute grounds for summary dismissal.
- 9.8 Taking into consideration the severity of the incident and by mutual agreement between the employer and Union Official the counselling procedure will consist of one or all of the corrective measures as stated below:

- 9.8.1 The employee will be verbally counselled in the presence of a Union Representative. The employer will clearly identify the unacceptable actions and advise on corrective measures and a review date.
- 9.8.2 Where the initial counselling has failed to correct the unacceptable actions a further review will occur and will incorporate a written warning to the employee identifying the unacceptable actions and the corrective measures required, review date and advising the subsequent steps, i.e. further disciplinary action.
- 9.8.3 If no change occurs and/or the actions were of a serious nature but do not constitute grounds for summary dismissal the employer may consider the option of issuing a final written warning, suspension without pay or termination and the employee will show cause why this should not occur. After reviewing all the facts the employer may exercise the options available and direct the employee accordingly.

## 9.9 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 absence will not be deemed 'abandonment of employment'.

- 9.10 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.

## 10. **SKILL LEVELS**

### 10.1 **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.

### 10.2 **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.
- Indicative of the tasks which an employee may perform are the following:
  - a. Launder of protective clothing in the factory environs.
  - b. Cleaning the amenities, canteen and general processing areas.
  - c. 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.

10.3 **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:
  - a. 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.
  - b. 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.
  - c. Processing material handling.
  - d. Knife sharpener whose duties do not include de-boning poultry product.
  - e. General work associated with the preparation, packing and storage of cooked and uncooked processed poultry products using steam and/or other means of heating.
  - f. A specialist cleaner using steam and chemicals to sanitize food processing equipment after the processing is completed.
  - g. All mincing, filling, de-bone machine operation, flavour injector, and mixer.
  - h. May be required to obtain license to operate forklift or to perform basic maintenance procedures.
  - i. 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.

#### 10.4 **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:
  - a. 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.
  - b. 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.
  - c. May be required to be licensed to operate forklift.
  - d. 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.

#### 10.5 **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:
  - a. De-boning poultry with a knife on a chain or bench, manual circular knife operation, manual band saw operation.
  - b. Product recording, having attained the appropriate industry standard.
  - c. Quality assistant who has attained appropriate industry qualifications.
  - d. Knife sharpening where duties include de-boning 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.

## 10.6 **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.

Skills/Duties:

- Indicative of the tasks an employee may perform are the following:
  - a. Be capable of performing the duties at all levels.
  - b. Have completed an internal/external accredited "Train the Trainer" course.
  - c. Undertake the training of other process employees as directed.

## 11. **HOURS OF WORK**

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

- 11.1 Five equal days per week.
- 11.2 Nine equal days per fortnight.
- 11.3 Nineteen equal days in twenty.
- 11.4 Four equal days and one short day per week.
- 11.5 Four equal days per week.
- 11.6 Three equal days over 5 weeks and four equal days in the sixth week.
- 11.7 Three hundred and four hours over any 56-day period.
- 11.8 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.
- 11.9 An assessment will be made as to which pattern of hour's 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:
  - 11.9.1 Consultation will take place within the particular establishment concerned.
  - 11.9.2 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.
  - 11.9.3 In the absence of agreement, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
- 11.10 Different patterns of hours may apply to various groups or sections of employees in the Plant.
- 11.11 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 11.4 and 11.5 to be part of the ordinary hours of work.

11.12 Day Workers - The ordinary hours of work, exclusive of meal breaks, will be worked in:

- 11.12.1 Five days of 8 hours, Monday to Saturday inclusive, between the hours of 4.00 a.m. and 5.00 p.m.
- 11.12.2 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 worked on any particular day.
- 11.12.3 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.
- 11.12.4 Any hours worked in excess of forty (40) hours per week shall be paid at the rate of time and one for the first two (2) hours and then double time there after; e.g. if an employee is required to work 9 hours each day for 5 days in any one week (total of 45 hours week). Payment will be: 40 hours at ordinary rate, 2 hours at time and one half and then double time thereafter.
- 11.12.5 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.
- 11.12.6 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.
- 11.12.7 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.
- 11.12.8 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.

11.13 Shift Workers:

Afternoon Shift - Afternoon shift means any shift (ordinary hours) finishing after 5.00 p.m. and at or before midnight.

Night Shift - Night shift means any shift (ordinary hours) commencing before midnight and finishing after midnight.

Midnight/Early Morning Shift - Midnight/Early Morning shift means any shift commencing between midnight and before 4.00 a.m.

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.

#### 11.14 Shift Loading -

The shift loading will be paid as an allowance on the weekly rate for all ordinary hours worked 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.

Night shift - 30 per cent.

Midnight/Early Morning shift starting between midnight and before 4.00 am:

- 20 per cent for all employees working in the Livebird area up to the Spin Chill area.

- 15 per cent for all other employees.

#### 12. **ROSTERED DAYS OFF**

RDO credit system as follows:

12.1 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 rostered day off 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:

12.1.1 When a day falls due it will be given and taken within the next 28 calendar days.

12.1.1.a By agreement between the employee and the employer a person may accrue up to 5 RDO's at any one time to be taken at a mutually agreed date. If the parties are unable to agree on a mutual date then clause 12.1.1 will apply.

12.1.2 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.

12.1.3 The employer will prepare a roster of days to be taken off as leisure time (RDO) which will always remain as a notice of 28 days advice.

12.1.4 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.

12.1.5 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.

12.1.6 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.

12.1.7 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.

12.1.8 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.

- 12.1.9 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.
  - 12.1.10 Shift workers will be paid at their normal rate of pay for that day, including shift penalty for their rostered leisure time.
  - 12.1.11 Special allowances, such as Freezer Allowance which accrue on an hourly basis, will be paid on rostered leisure time.
  - 12.1.12 Allowances paid on a daily basis, such as Laundry Allowances, Hanging Live Poultry will not be paid on rostered leisure time.
  - 12.1.13 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.
- 12.2 Nine-day fortnight - the same principles in subclause 12.1 will apply for a nine-day fortnight except that overtime will commence after 8 hours and 27 minutes. Paragraph 12.1.2 will be read as to mean 0.85 of an hour will accrue for each 8 hours 27 minutes of duty.
- 12.3 Other agreed method - The employer and the Union may agree upon a different system which is consistent with the principles of subclauses 12.1 and 12.2.

### **13. OVERTIME**

- 13.1 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.
- 13.1.1 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.
  - 13.2.2 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.
  - 13.2.3 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.
  - 13.2.4 Any payment for a meal under this subclause will be in addition to any overtime payment under this clause.
- 13.3 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.
- 13.4 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.

- 13.5 Each day will stand alone in computation of overtime, excluding where an employee is recalled to work (see 13.3).
- 13.6 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.
- 13.7 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.

#### **14. MEALS & REST PERIODS**

##### **14.1 Meals**

- 13.1.1 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.
- 13.1.2 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.

##### **14.2 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 ordinary working time. The period of 15 minutes will be calculated from the time of ceasing work until work is resumed.

##### **Additional rest periods for staff working in the Spin Chiller Re-Hanging Area**

The additional rest periods may be granted due to the following:

- Coldness of hands when hanging for 2 hours without a break.
- Weight of big birds on some days – 12 to 14 in a module.
- Pulling or holding back birds coming out of the Chiller to even the flow.
- 10 hour shifts with only 3 breaks.
- Spin Chiller conveyer – birds coming out of big spin chill landing on conveyer at an average of (big birds) 50 to 60 plus birds being hung by 5 employees for 2 hours straight.

The relevant Supervisor / Leading Hand is authorised to use his or her discretion in determining if and how many additional breaks are necessary to ensure the safety and well being of every person performing these duties.

The taking of additional breaks must not cause an interruption to the flow of production on any day.

Please note that no person is permitted to take an additional break without direct authorisation from the relevant Supervisor / Leading Hand.

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

#### **15. SATURDAYS, SUNDAYS, PICNIC DAY AND PUBLIC HOLIDAYS**

- 15.1 Saturday - The rate for ordinary duty on Saturday will be 50 per cent on the ordinary-time rate of pay i.e. Time and one half for all ordinary hours worked, processed as normal pay plus 50% loading to ensure relevant employees obtain Superannuation entitlements for all ordinary hours worked.

The rate for overtime duty on Saturday will be time and one half for the first (2)two hours and double time thereafter with a minimum payment of 4 hours except for work which is continuous with ordinary hours.

- 15.2 Sunday - the rate for ordinary duty on Sunday will be 75 per cent on the ordinary-time rate of pay. i.e. Time and three quarters for all ordinary hours worked, processed as normal pay plus 75% loading to ensure relevant employees obtain Superannuation entitlements for all ordinary hours worked.

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.

- 15.3 The following public holidays under this Agreement will be recognized and paid for as public holidays, i.e. Double Time and One Half or Time and One Half for hours worked and a day off in lieu.

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

The option to take time and one half and a day in lieu is only applicable to persons who have worked a full shift (i.e. their normal ordinary hours eg 7.60 or 8.00). All hours worked in excess of the normal ordinary hours shall be paid at double time and one half.

- 15.4 Should the company because of production requirements wish to process on any of these days (pertained in clause 15.3) it will only be on a voluntary basis.

- 15.5 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 for hours worked and a day off in lieu.

Boxing Day, Easter Saturday and Easter Monday.

The option to take time and one half and a day in lieu is only applicable to persons who have worked a full shift (i.e. their normal ordinary hours eg 7.60 or 8.00). All hours worked in excess of the normal ordinary hours shall be paid at double time and one half.

- 15.6 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; Australia Day; Labour Day and the Butchers Picnic.

The Butchers Picnic Day may be agreed upon by the parties and posted accordingly.

- 15.6.1 The Queens Birthday, Australia Day, Labour Day and the Butchers Picnic Day referred to in Clause 15.6 under this Agreement remain for all purposes Public Holidays.

It is the rate of pay for these days only that has changed to Ordinary Time.

- 15.6.2 The company may elect to work on any of these Public Holidays following the parameters contained in 15.8 and 15.9.

- 15.6.3 The number of employees required to work in the Plant on Public Holidays may vary from section to section.

- 15.6.4 The Company will inform the Supervisor of each section with as much notice as possible as to the number of employees not required to work on that particular Public Holiday. The employees then have the option to apply for Public Holiday leave for that day.



To operate each section efficiently the Company requires a minimum number of employees. After taking into consideration absence due to illness the Company will allow the following as a guideline:

In sections with 10 or less workers 1 person may take Public Holiday Leave, 10 -15 workers 2 may take leave, 15-20 workers 3 may take leave, etc.

- 15.6.5 Public Holiday Leave will be approved on a shared basis each time one of these Public Holidays are worked. This is to ensure that each person gets the opportunity to take Public Holiday Leave.
- 15.6.6 Authorised Public Holiday Leave will be paid at ordinary rates to a maximum of 8 hours.
- 15.6.7 Employees who have NOT been authorised to take Public Holiday Leave but still wish to apply for Leave on that day will be required to apply for leave such as annual leave, RDO or Time in Lieu Days. When approving leave the Company will give first preference to employees taking Public Holiday Leave.
- 15.6.8 Employees without approval to take leave will be required to attend work.
- 15.6.9 Where an employee is required to work on a Public Holiday that is paid at single rates, they will be paid as follows:
  - Up to the first 8 hours worked will be paid at ordinary rates
  - All hours worked in excess of 8 will be paid at Double Time.
- 15.6.10 Full-time employees working a 4-day roster of 10 hours per day will be paid ordinary rates up to 10 hours then double time thereafter for working such Public Holidays.
- 15.6.11 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.

Example: Employees working Tuesday to Friday - If a Public Holiday falls on a Monday they will be entitled to take 9.5 hours Public Holiday Leave on any normal working day being Tuesday to Friday.

On request by the employee the Plant Manager may authorise payment for the Public Holiday hours at the rate of ordinary time for 8 hours in lieu of taking the leave on another ordinary working day.

This leave must be taken prior to the following Public Holiday.

- 15.7 Where Public Holidays create a four day break, in order to meet customer needs the company may require the Saturday or one of the public holiday days to be worked.
- 15.8 The company will give employees four (4) weeks notice of their intent and two (2) weeks notice to confirm should the company be required to process on any of the public holidays pertained in clause 15.
- 15.9 It is acknowledged that at times the Company is provided with minimal notice from its customers as to their requirements, and there exists a need to respond to these demands. In relation to the notification periods specified in 15.8, these may be waived or varied by mutual agreement between the employees, the Company and the Union.
- 15.10 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.

- 15.11 Where an employee has accrued an In Lieu day under the provisions contained in clause 14, the employee shall provide to the company the nominated day to be taken off.
- 15.12 Taking into regard manning requirements the employee and the company may seek an alternate day if the nominated day is unsuitable.
- 15.13 Prime days, i.e. (Monday and Friday) are available as lieu days to form a long weekend.
- 15.14 In Lieu days can be taken singularly or accrued and taken as a block within six (6) months of accrual.
- 15.15 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.
- 15.16 Full-time permanent employees working less than normal ordinary hours on public holidays shall be paid equivalent to their normal ordinary hours, e.g. a full-time employee is requested to work 6 hours on a public holiday, their normal ordinary hours are 8.00 – they will be paid 8.00 hours at the relevant public holiday rate of pay as if they had actually worked 8.00 hours.

## **16. MIXED FUNCTIONS**

- 16.1 An employee, who is required to perform work on any day for which a higher rate of wage than their ordinary classification is prescribed, will be paid as follows:
  - 16.1.1 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.
  - 16.1.2 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.
  - 16.1.3 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.

- 16.2 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.
- 16.3 Provided that whilst an employee is being trained to perform duties at a higher level, this clause will not apply.

## **17. WAGES**

- 17.1 The minimum rates of pay for weekly employees are as set out in Table 1 of Part B for each skill level.

Wages shall be increased as set out below:

1. A 5.5% wage increase applicable to the current hourly rate will take effect from the first full pay period commencing after the Enterprise Agreement has been accepted.

The attendance bonus previously \$45.00 per week will be reduced to \$25.00 per week and the \$20 difference is to be added back to the employee's weekly wage.

2. A further 5.5% calculated on the new base rate of pay shall be paid from the pay period commencing 12 months from the previous increase.

17.2. The wage increase as set out above applies to the hourly rate only.

17.3 Attendance Bonus System:

An attendance bonus system will incorporate the following:

An attendance bonus of \$25.00 per week shall be paid providing the following occurs:

- An employee is not late commencing work.
- An employee apart from rostered days off or public holidays loses no time.
- If a person is sick then that employee is not eligible for the attendance bonus.
- A casual will not be penalised or lose their attendance bonus if they are not required for the full day.
- A casual's attendance bonus will be paid pro rata for the days worked.

**18. ALLOWANCES**

Allowances shall be paid in accordance with the Poultry Industry Preparation (State) Award as shown in Table 2 of Part B of this Agreement

18.1 Fork Lift - An employee called upon to operate a fork lift and who for that purpose holds the appropriate certificate of competency.

18.2 Crane and Hoist - An employee called upon to operate a crane or hoist and who for that purpose holds the appropriate license.

18.3 Hanging Live Poultry Allowance - Employees engaged in hanging live poultry in the Livebird area.

Employees hanging poultry in the Spin Chill area shall be paid 50% of the Hanging Live Poultry Allowance (current rate as at 28/1/05 \$.34c / 2 = .17c per hour).

18.4 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.

18.5 Travelling Allowance -

18.5.1 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.

18.5.2 Where an employee in the course of duty is required to travel outside of working hours, in addition to paragraph 18.5.1 of this sub-clause, the employee shall 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.

18.5.3 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 per km travelled for the employer during such use. An employer may not demand that an employee use a private car for company business.

18.5.4 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.

18.6 Meal Allowance - See Clause 13.1.1, Overtime.

18.7 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
- Below minus 16 degrees
- Below minus 18 degrees
- 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.

18.8 Location Allowance - Employees engaged as a Live Bird Handler or By Product Handler will be paid an allowance per hour whilst so employed for a minimum allowance 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.

18.9 Boiler Allowance – an amount equivalent to the Forklift Allowance shall be paid to all employees working as Boiler Attendants including relief staff (current rate as at 28/1/05 \$3.15 per day).

## **19. PROTECTIVE CLOTHING & EQUIPMENT**

19.1 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.

19.2 Employees drawing viscera will be supplied with suitable and sufficient hand protectors by the employer free of cost.

19.3 All company provided clothing and equipment remain the property of the company. It is a requirement that on termination of employment all company clothing and/or equipment is returned to the company within 7 days of departure. Please refer to the relevant Company Policy.

19.4 The employer will replace such articles when they are no longer in a serviceable condition and are deemed to be unsafe, but no employee will be entitled to a replacement unless the employee returns the corresponding article issued.

19.5 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.

- 19.6 Suitable warm clothing means protective clothing suitable for the purpose of keeping an employee's whole person warm.
- 19.7 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.
- 19.8 An employee will accept responsibility for personal items in a locker.
- 19.9 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.
- 19.10 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.

## **20. ANNUAL LEAVE**

Employees (other than casual employees) are entitled to four weeks annual leave on completion of 12 months service in accordance with the Annual Holidays Act 1944.

The time of taking leave needs to fit in with the demands upon the Company. All employees are required to complete an Application for Leave Form & the granting of such leave will be subject to authorization by the relevant Manager/Supervisor.

## **21. ANNUAL LEAVE LOADING**

- 21.1 Employees shall be paid 20% annual leave loading whilst they are on annual leave.
- 21.2 Annual leave loading will not be paid for any leave taken in advance.
- 21.3 Annual leave loading will not be paid on weekend penalties or overtime.
- 21.4 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.
- 21.5 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 (excluding pro-rata leave accrued).
- 21.6 No annual leave loading is payable if an employee resigns for any reason except permanent and total incapacity.
- 21.7 Shift Workers are paid as if at work or 20% whichever is the greater.

## **22. SICK LEAVE**

- 22.1 Employees with three months continuous service will be entitled to Sick Leave.
- 22.2 Employees with less than twelve months service will be entitled to 5 days sick leave granted on the completion of three months continuous service.  
Employees with twelve months service will be entitled to ten days of Sick Leave per year granted at the commencement of each subsequent 12 month period of service.
- 22.3 Employees who are sick due to their own serious and wilful misconduct at the work site will not be paid Sick Leave.
- 22.4 The entitlement to Sick Leave accumulates from year to year, for a maximum period of ten years.
- 22.5 Any period of paid sick leave will be deducted from the entitlement of sick leave.

- 22.6 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.
- 22.7 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.
- 22.8 Employees claiming Sick Leave will prove to the satisfaction of the employer the illness or incapacity.

A medical certificate from a duly qualified medical practitioner or Statutory Declaration is required for the following absences:

- (a) Before or after a Public Holiday or any day substituted for such holidays.
  - (b) Absences for 2 consecutive days or more.
  - (c) If directed by Management due to concerns with leave taken such as excessive leave or leave taken forming a pattern.
- 22.9 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.
- 22.10 The Company agrees to the paying out of any untaken excess sick leave at the end of each completed year of service on the following basis.
- (i) Excess sick leave shall for the purposes of this Agreement be defined as the amount of untaken sick leave, or accrued sick leave that exceeds ten (10) days.
  - (ii) The employee has been employed by the company in excess of (12) months.
  - (iii) The employee has not used more than four (4) day's sick leave during the previous entitlement year.
  - (iv) The company will pay on the employees' request, each anniversary, accrued sick leave in excess of 10 days. Such request must be made in writing by completing an Application for Leave Form.
- 22.11 The Company and employees agree that the provisions in 22.10 do not entitle employees to be paid their accrued sick, but define the method of calculating and paying "excess" sick leave to employees who have met the above criteria, for the purposes of this Agreement.
- 22.12 Any employee who leaves the company's employment shall not be entitled to payment of sick leave.

### **23. LONG SERVICE LEAVE**

Long Service Leave is provided in accordance with the Long Service Leave Act 1955.

Should you submit a request to take Long Service Leave the Company reserves the right to refuse the taking of leave where it is not practicable.

### **24. BEREAVEMENT LEAVE**

- 24.1 An employee, other than a casual employee, shall be entitled for up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in subclause 24.3 of this clause. Where the death of a person as prescribed by the said subclause 24.3 occurs outside Australia the employee shall be entitled to two days bereavement leave where such employee travels outside Australia to attend the funeral.

- 24.2 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.
- 24.3 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 25.1.3 (ii) (c), Personal/Carers Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 24.4 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.
- 24.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 25.2, 25.3, 25.4 and 25.5. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

## **25. PERSONAL/CARERS LEAVE**

- 25.1.1 An employee, other than a casual with responsibilities in relation to a class of person set out in subclause 25.1.3 (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 22 – 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.
- 25.1.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 25.1.3 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.

25.1.4 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.

#### 25.2. Unpaid Leave for Family Purpose

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 25.1.3(ii), who is ill.

#### 25.3. Annual Leave

25.3.1 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.

25.3.2 Access to annual leave, as prescribed in paragraph 25.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

25.3.3 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.

#### 25.4. Time Off in Lieu of Payment for Overtime

25.4.1 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.

25.4.2 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.

25.4.3 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 25.4.1 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 25.4.1 as an overtime payment or as time off work at the ordinary-time rate of pay.

#### 25.5.1 Make-up Time

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.

### 26. **PARENTAL LEAVE**

Please refer to the NSW Industrial Relations Act 1996 Section 53 Part 4 – Parental Leave.

This part applies to all employees, including part-time employees and regular casual employees as defined in s53 of *the Industrial Relations Act* 1996, but does not apply to other casual or seasonal employees.

Parental leave is maternity leave, paternity leave or adoption leave.

An employee is entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child.



An employee is entitled to parental leave only if the employee has had at least 12 months of continuous service with the employer.

An employee is required to give notice and provide documents to the employer for the purpose of taking parental leave as follows:

Maternity or Paternity Leave – the employee should give at least 10 weeks' written notice of the intention to take the leave and must, at least 4 weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave.

Adoption Leave – the employee should give written notice of any approval or other decision to adopt a child at least 10 weeks' before the expected date of placement and must give written notice of the dates on which the employee proposes to start and end the period of leave as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave.

An employee may take any annual leave or long service leave (or any part of it) to which the employee is entitled instead of or in conjunction with parental leave. However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by Part 4 of the Act (i.e. a total of 52 weeks).

## **27. 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.

## **28. PAYMENT OF WAGES**

28.1 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.

28.2 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.

28.3 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.

## **29. AMENITIES**

29.1 Each employer will provide:

29.1.1 A dressing room containing hot/cold showers.

29.1.2 Lockable Lockers (employees are responsible to get their own 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.

- 29.1.3 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.
  - 29.1.4 Where females are employed, a rest room with suitable resting facilities for their use.
  - 29.1.5 Clean lunch rooms, well ventilated, boiling water, a heating appliance for meals.
  - 29.1.6 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.
- 29.2 The employer, with the cooperation of the employees, will cause all amenities to be kept clean and in a sanitary condition.
- 29.3 Amenities for males and females will be separate.
- 29.4 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.
- 29.5 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.

### **30. UNION DELEGATES**

- 30.1 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.
- 30.2 An elected Union Delegate will, upon notification to the employer in writing from the Union Secretary, be recognised as the Accredited Representative of the Union.
- 30.3 The company will, introduce the on-site Union Delegate to all new employees at the point of induction.
- 30.4 A Union Delegate will be permitted to put on notice boards notices signed or countersigned by the Union Delegate posting it. Any notice not signed may be removed by a Union Delegate or by the employer.

### **31. TRAINING**

- 31.1 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:
- 31.1.1 Maintain and develop an appropriately skilled and flexible workforce.
  - 31.1.2 Provide the opportunity for career development consistent with the needs of the individual company.
  - 31.1.3 Removing barriers to the utilisation of skills acquired.
- 31.2 An employer will develop a training program consistent with:
- 31.2.1 The current and future training needs of the enterprise.
  - 31.2.2 The size, structure and nature of the operations of the enterprise.
  - 31.2.3 The need to develop vocational skills relevant to the enterprise through internal courses or courses conducted by accredited providers.

- 31.3 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.
- 31.4 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.
- 31.5 Specific Training means skills based training to enable an employee to carry out duties at a particular level.
- 31.6 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.
- 31.7 Employees elected and notified to the Employer 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.
- 31.8 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.
- 31.9 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.
- 31.10 The granting of the leave is subject to the Company being able to make proper staffing arrangements for the relevant period.
- 31.11 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.
- 31.12 Any unused training leave shall not be cumulative.
- 31.13 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.
- 31.14 Such authorisation shall be at the Company's discretion.
- 31.15 An employee wishing to use these provisions must provide course particulars and time frames to the Company.

## **32. DISPUTES SETTLEMENT PROCEDURE**

- 32.1 The parties agree that a firm commitment shall be undertaken so that the grievance procedures will be followed.
- 32.2 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:
- 32.3 Any grievance or dispute, which arises, shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- 32.4 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.

- 32.5 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.
- 32.6 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.
- 32.7 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.
- 32.8 The parties shall, at all times, confer in good faith and without undue delay.
- 32.9 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.
- 32.10 Where a critical and bona fide 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.

### **33. REDUNDANCY & CHANGE**

#### **33.1 Application**

33.1.1 This clause will apply in respect of full-time and part-time employees.

33.1.2 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.

33.1.3 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.

#### **33.2 Introduction of Change**

##### **33.2.1 Employer's duty to notify**

(a) 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.

(b) '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.

### 33.2.2 Employer's duty to discuss change

- (a) 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 31.2.1 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.
- (b) 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 31.2.1.
- (c) 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.

## 33.3 Redundancy

### 33.3.1 Discussions before terminations

- (a) 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 33.2.1, 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.
- (b) 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.
- (c) 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.

## 33.4 Termination of Employment

### 33.4.1 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 31.2.1 above.

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

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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

- (b) 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.
- (c) 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.

#### 33.4.2 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 33.4.1 above:

- (a) In order to terminate the employment of an employee the employer will give to the employee 3 months notice of termination.
- (b) 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.
- (c) 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.

#### 33.4.3 Time off during the notice period

- (a) 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.
- (b) 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.

#### 33.4.4 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.

#### 33.4.5 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.

#### 33.4.6 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.

#### 33.4.7 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.

#### 33.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 33.2.1, 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.

### 33.5 Severance Pay

33.5.1 Where an employee is to be terminated pursuant to clause 33.4 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:

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

<b><u>Years of Service - Under 45 Years of Age</u></b>	<b><u>Entitlement</u></b>
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

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

<b><u>Years of Service - 45 Years of Age and over</u></b>	<b><u>Entitlement</u></b>
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

(c) '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.

### 33.5.2 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 33.5.1 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 33.5.1 above will have on the employer.

### 33.5.3 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 31.5.1 above if the employer obtains acceptable alternative employment for an employee.

### 33.6 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.

## 34. **SUPERANNUATION**

The company shall make on behalf of each employee contributions in accordance with the Superannuation Guarantee Act based on Ordinary Time Earnings to one of the following funds nominated by the employee:

- Australian Retirement Fund (ARF)
- Meat Industry Employees Superannuation Fund (MIESF)

Upon request an employee can alternate from one fund to another once in each year.

## 35. **OCCUPATIONAL HEALTH & SAFETY**

Baiada Poultry values the contribution of all parties including Employees and their representatives, Supervisors, Managers and Workcover, in the management of OH&S risks at the workplace. To this end, Baiada Poultry will establish, maintain and support an effective OH&S system at the Tamworth Processing Plant.

Baiada will consult with employees and their representatives including the utilisation of an OH&S Committee as determined by the rules of the NSW OH&S Act 2000 and associated regulations.

## 36. **SIGNATORIES**

Signed for and on behalf of Baiada Poultry Pty Ltd

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**Simon Camilleri**  
General Manager Operations

-----  
**Date**



In the presence of:-----

(Witness)

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

-----  
**Kath Evans**  
Secretary

-----  
**Date**

In the presence of:-----

(Witness)

**PART B - MONETARY RATES**

<b>Skill Levels</b>	<b>Minimum Base Rate Per Week Current Rate</b>	<b>Minimum Base Rate Per Week To commence Saturday 2/7/05 \$20 + 5.5%</b>	<b>Minimum Base Rate Per Week To commence Saturday 1/7/06 5.5%</b>
Leading Hand – Large Group	\$32.47	<b>Award rate</b>	<b>Award rate</b>
Level 1	486.60	<b>534.46</b>	<b>563.86</b>
Level 2	503.30	<b>552.08</b>	<b>582.44</b>
Level 3	511.90	<b>561.15</b>	<b>592.01</b>
Level 4	520.00	<b>569.70</b>	<b>601.03</b>
Level 5	528.30	<b>578.46</b>	<b>610.28</b>
Level 6	561.20	<b>613.17</b>	<b>646.89</b>

A casual employee will receive a loading of 21 per cent in lieu of sick leave, public holidays, annual leave and compassionate leave.

Table 2 - Other Rates and Allowances

<b>Item No.</b>	<b>Clause No.</b>	<b>Brief Description</b>	<b>Amount \$</b>
1	15.1	Operate fork lift	<b>3.15/day</b>
2	15.2	Operate crane and hoist	<b>6.58/day</b>
3	15.3	Hanging live poultry	<b>0.34/hr</b>
4	15.4	Laundry allowance	<b>2.37/day</b>
5	15.5.3	Up to and including 2000cc Over 2000cc	<b>0.39/km</b> <b>0.45/km</b>
6	15.7	Below 4 degrees Below minus 16 degrees Below minus 18 degrees Below minus 20 degrees	<b>0.14/hr</b> <b>0.40/hr</b> <b>0.73/hr</b> <b>1.11/hr</b>
7	15.8	Location Allowance	<b>0.73/hr</b>
8	15.6	Meal allowance	<b>8.18</b>