



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Inghams Enterprises Pty Limited T/A Inghams Group Limited**  
(AG2017/3803)

## **INGHAMS ENTERPRISES (LISAROW) ENTERPRISE AGREEMENT 2017**

Poultry processing

DEPUTY PRESIDENT MASSON

MELBOURNE, 28 NOVEMBER 2017

*Application for approval of the Inghams Enterprises (Lisarow) Enterprise Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Inghams Enterprises (Lisarow) Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Inghams Enterprises Pty Limited T/A Inghams Group Limited. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 December 2017. The nominal expiry date of the Agreement is 27 November 2021.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code G, AE426268 PR598159>

## Annexure A



IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2017/3803

**APPLICATION FOR APPROVAL:  
INGHAMS ENTERPRISES (LISAROW) ENTERPRISE AGREEMENT 2017**

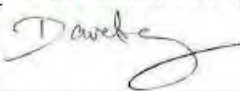
In accordance with s.190 of the *Fair Work Act 2009* (Cth) ("the Act") Inghams Enterprises Pty Limited ("Inghams") gives the following undertakings in respect to the application for approval of the Inghams Enterprises (Lisarow) Enterprise Agreement 2017 ("the Agreement"):

**1. Abandonment of Employment:**

In respect to clause 2.9, Abandonment of Employment, this clause shall operate subject to the National Employment Standards, except where the circumstances would meet the common law meaning of an abandonment of employment.

Inghams understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act and I am authorised to make these undertakings on Inghams' behalf.

Signed on behalf of Inghams Enterprises Pty Limited:

Date:	24 November 2017
Signature:	
Name:	David Story
Capacity / Position:	People and Performance Manager (Operations)



# CORRECTION TO DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Inghams Enterprises Pty Limited T/A Inghams Group Limited**  
(AG2017/3803)

## **INGHAMS ENTERPRISES (LISAROW) ENTERPRISE AGREEMENT 2017**

Poultry processing

DEPUTY PRESIDENT MASSON

MELBOURNE, 19 DECEMBER 2017

*Application for approval of the Inghams Enterprises (Lisarow) Enterprise Agreement 2017.*

The decision issued by the Fair Work Commission on 28 November 2017 [2017] FWCA 6299 is corrected as follows:

[1] By deleting paragraph [6] and inserting the following:

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 December 2017. The nominal expiry date of the Agreement is 11 August 2021.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code A, AE426268 PR598872>



**INGHAMS ENTERPRISES (LISAROW)**

**ENTERPRISE AGREEMENT**

**2017**

## INGHAMS ENTERPRISES (LISAROW) ENTERPRISE AGREEMENT 2017

### CONTENTS

Subject Matter	Clause No.
<b><u>PART 1 - PRELIMINARY</u></b>	
Parties Covered	1.1
Duration	1.2
Relationship to Award	1.3
Objectives	1.4
Dispute Resolution Procedure	1.5
Flexibility Provision	1.6
<b><u>PART 2 – TERMS OF EMPLOYMENT</u></b>	
Categories of Employment	2.1
Full-time employment	2.2
Part-time employment	2.3
Casual employment	2.4
Leading Hands	2.5
Requirement for Notice of Termination or Payment in Lieu	2.6
Absence from Work	2.7
Disciplinary Policy	2.8
Abandonment of Employment	2.9
Suspension from Duty	2.10
Stand Down	2.11
Job Share	2.12
<b><u>PART 3 – CLASSIFICATION AND WAGES</u></b>	
Classification Structure and Definitions	3.1
Wages	3.2
New Employee Wages	3.3
Allowances	3.4
Mixed Functions	3.5
<b><u>PART 4 – HOURS OF WORK AND OVERTIME</u></b>	
Ordinary Hours of Work and Rostering	4.1
Day Workers	4.2
Shift Workers	4.3
Weekend Rates	4.4
Breaks	4.5
Overtime	4.6
Rest Period after Overtime	4.7
Weekend Work	4.8
Friday Work	4.9
Time Off in Lieu of Payment for Overtime	4.10
<b><u>PART 5 – LEAVE</u></b>	
The National Employment Standards	5.1
Annual Leave	5.2
Personal/Carer's Leave	5.3

Compassionate Leave	5.4
Domestic and Family Violence Leave	5.5
Parental Leave	5.6
Maternity Leave	5.7
Study Leave	5.8
Sick Leave Pay out	5.9
Public Holidays	5.10
Long Service Leave	5.11
Community Service Leave	5.12

## **PART 6 – GENERAL**

Training	6.1
Workplace Change	6.2
Redundancy	6.3
Salary Sacrifice Superannuation	6.4
Workplace Health and Safety	6.5
Security	6.6
No Further Claims	6.7
Payment of Wages	6.8
Hazard Analysis and Critical Control Points (HACCP) Plan	6.9
Introduction of Change	6.10
Workplace Injuries	6.11
Union Recognition	6.12
Induction of New Employees	6.13

*ANNEXURE A - RATES OF PAY & ALLOWANCES*

*ANNEXURE B - DRUG & ALCOHOL POLICY*

## **PART 1 – PRELIMINARY**

### **1.1 Parties Covered**

- 1.1.1 This agreement shall apply to Inghams Enterprises Pty Limited ("the Employer") and its employees involved in the processing and distribution of poultry products who are employed at the Employer's plant located at Cutrock Road, Lisarow. Provided that the agreement shall not apply to management, clerical, sales or maintenance employees.
- 1.1.2 Subject to a decision of the Fair Work Commission in accordance with s.201(2) of the Fair Work Act 2009 ("the Act"), the Australasian Meat Industry Employees' Union (Newcastle and Northern) Branch shall also be covered by the agreement.

### **1.2 Duration**

This agreement shall operate from the date advised by the Fair Work Commission and shall expire four (4) years from the date the agreement is made. Thereafter the terms of this agreement shall remain in force until superseded or rescinded in accordance with the provisions of the Act. The Union will notify the Employer of their intentions to commence bargaining in relation to the renewal of this Agreement no later than 3 months prior to the expiry date of this Agreement. Upon receipt the Employer will commence issuing the notice of representational rights in accordance with the Act.



### **1.3 Relationship to Awards**

This Agreement applies to the exclusion of any Award or other Agreement.

### **1.4 Objectives**

The objectives of this Agreement are:

- to achieve improved performance throughout all functional areas of the Employer;
- to recognise the contributions of all employees to improvements in productivity and efficiency;
- to provide flexible working conditions in relation to sick leave, overtime and public holidays;
- to adopt a participatory approach to implementing increased and sustained productivity improvements across all functional areas of the Employer.

### **1.5 Dispute Resolution Procedure**

#### **1.5.1 Resolving a dispute at the workplace level**

- (a) Subject to the provisions of the Act the following procedure shall apply to the avoidance of industrial disputes.
- (b) The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected employee first discussing the matter in dispute with their supervisor, then with more senior management.
- (c) At any stage of the disputes procedure an employee may appoint another person to represent them, including a union delegate or a union official.

#### **1.5.2 Where the matter cannot be resolved at the workplace level**

- (a) If a matter in dispute cannot be resolved at the workplace level, either party may refer the dispute to the Fair Work Commission ("FWC") in an attempt to resolve the matter. This process may include arbitration by consent of both parties.
- (b) If both parties consent to arbitration then it is agreed that the FWC shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relations to direction, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (c) Notwithstanding any other provision of this clause FWC may, subject to the provisions of the Act, settle disputes:
  - (i) about matters arising under the agreement; and
  - (ii) in relation to the National Employment Standards



### **1.5.3 Conduct during a dispute**

- (a) An employee who is a party to a dispute must, while the dispute is being resolved:**
  - (i) continue to work in accordance with their contract of employment, unless the employee has a reasonable concern about an imminent risk to their health or safety; and**
  - (ii) comply with any reasonable direction given by their employer to perform other available work, either at the same workplace or at another workplace.**
- (b) In directing an employee to perform other available work, the employer must have regard to:**
  - (i) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and**
  - (ii) whether that work is appropriate for the employee to perform.**

## **1.6 Flexibility Provision**

### **1.6.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:**

- (a) the agreement deals with 1 or more of the following matters:**
  - (i) arrangements about when work is performed;**
  - (ii) overtime rates;**
  - (iii) penalty rates;**
  - (iv) allowances;**
  - (v) leave loading; and**
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and**
- (c) the arrangement is genuinely agreed to by the employer and employee.**

### **1.6.2 The employer must ensure that the terms of the individual flexibility arrangement:**

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and**
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and**
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.**

### **1.6.3 The employer must ensure that the individual flexibility arrangement:**

- (a) is in writing; and**
- (b) includes the name of the employer and employee; and**

- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

1.6.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.6.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing — at any time.

## **PART 2 – TERMS OF EMPLOYMENT**

### **2.1 Categories of Employment**

Employees under this award must be employed in one of the following categories:

- (a) full time employees;
- (b) part-time employees; or
- (c) casual employees.

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

### **2.2 Full-time employment**

A full-time employee is an employee who is engaged to work an average of 38 ordinary hours per week.

### **2.3 Part-time employment**

2.3.1 A part-time employee is an employee who:

- (a) is engaged to work an average of fewer than 38 ordinary hours per week; and
- (b) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.

2.3.2 For each ordinary hour worked, a part-time employee must be paid no less than 1/38<sup>th</sup> of the minimum weekly wage for the relevant classification in this award.

- 2.3.3 Each part-time employee shall be entitled to a minimum engagement of 4 hours per day or shift and 20 hours per week.
- 2.3.4 Where practicable considering operational requirements, part-time employees shall be given preference over casual employees when additional ordinary hours of work are available.
- 2.3.5 A part-time employee who works outside the ordinary hours of work of full-time employees shall be paid for such excess hours or for work outside such hours at the rate of time and a half for the first two hours and double time thereafter.

## **2.4 Casual employment**

- 2.4.1 A casual employee means an employee who is engaged as such by the hour. For each engagement a casual employee must work a minimum of four hours.
- 2.4.2 A casual employee for working ordinary time must be paid an hourly rate prescribed for their classification in Annexure A. The hourly rate is calculated on the basis of 1/38<sup>th</sup> of the minimum weekly wage for the relevant classification in this agreement plus a casual loading of 21%. Provided that for casual employees being paid in accordance with clause 3.3, New Employee Wages, the casual loading shall be 25%. The casual loading includes payment for Annual Leave, Personal/Carers Leave, Compassionate Leave and Public Holidays.
- 2.4.3 The casual loading is only paid on the ordinary hourly rate of pay (*Not Saturday, Sunday, overtime or public holiday rates*).
- 2.4.4 Casual employees may be required by the Employer to work the same hours each day as permanent employees and casual employees shall work in accordance with such requirements. The actual starting times for casuals shall be as advised by the Employer to meet operation and production requirements including start times that are different to permanent employees.
- 2.4.5 Casual employees shall be paid their ordinary time rate (plus casual loading) for the number of ordinary hours worked per day up to the number of rostered ordinary hours of permanent employees in the section of the plant in which they are working.
- 2.4.6 Casual employees shall be paid overtime worked at the same rate of pay for the equivalent full time employee (Casual Loading not included).
- 2.4.7 It is recognised that the Employer has an ongoing necessity for a pool of casual labour. However, the Employer commits to offer permanent employment to casual employees on the following basis:
  - (a) Within three months into the life of this Agreement, the Employer commits to offer permanent employment to 20 casual employees who were engaged as at the date the Agreement is made,
  - (b) Between three and six months into the life of this Agreement, subject to an assessment as to operational requirements at that time, the Employer intends to offer permanent employment to a further 10 casual employees who were engaged as at the date the Agreement is made;

- (c) Between six and nine months into the life of this Agreement, subject to an assessment as to operational requirements at that time, the Employer intends to offer permanent employment to a further 10 casual employees who were engaged as at the date the Agreement is made;
- (d) To be considered for permanent employment, employees must have completed 12 months of continuous service on a regular and systematic basis;
- (e) The offer of permanent employment will take into account the following criteria:
  - Operational needs
  - Skills and training
  - Performance
  - Work area
  - Punctuality and attendance records
  - Length of service will be a consideration, but not the only consideration;
- (f) The offer of permanent employment may include a part-time or full-time position, depending on operational requirements;
- (g) If an employee does not accept an offer of permanent employment, the Employer shall be deemed to have discharged its obligations under this clause.

## 2.5 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:

- (a) Receiving production instructions and allocating the work flow to employees.
- (b) To control the standards of work, work output to targets set by Supervisors and other staff.
- (c) To determine shortages in labour, or material or Plant failures, and to bring any deficiencies to the Supervisory staff for action.

Where a fault in training or behaviour occurs, Leading Hands shall immediately disengage from further action and place the matter into the hands of the Supervisory staff. None the less, 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.

## 2.6 Requirement for notice of termination or payment in lieu

### 2.6.1 The notice period in order to terminate employment by the employer will be the following:

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

- 2.6.2 In addition to the notice by the employer 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. The employee does not have to give the extra weeks notice if over 45 years of age.
- 2.6.3 Payment in lieu of notice prescribed in sub clause (1) and/or (2) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 2.6.4 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct or to casuals.
- 2.6.5 An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).
- 2.6.6 **Notice of Termination by Employee**

The notice period of termination required to be given by an employee shall be one week. If an employee fails to give notice the Employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

## **2.7 Absence from Work**

- 2.7.1 An employee who is absent from work (other than on approved leave) shall:

- (a) Notify the Employer a minimum of one hour prior to start time of the reason for the absence and the expected duration of the absence. The employee shall keep the Employer informed as to the expected date of return to work and shall confirm on the day preceding the day on which they expect to return to work that they are returning to work.
- (b) Upon return to work complete an "Employee Absence" form including stating the reason for the absence, whether notice was given and whether the employee is claiming sick leave for the absence.
- (c) If the absence is for 2 or more consecutive days, produce a certificate from a duly qualified medical practitioner giving the description of the injury or illness which in the medical practitioner's opinion is the reason for the absence and the expected duration of the incapacity.

- 2.7.2 Where an employee has:

- (a) been absent from duty in a manner which is systematic or exhibits a pattern;
- (b) has exceeded their annual sick leave entitlement without due cause or satisfactory proof of illness; or



- (c) has failed to produce satisfactory, documentary evidence as per subclause 2.5 including satisfactory description of the injury or illness; or
- (d) failed to notify the employer of expected absences at the earliest opportunity.

Then the following arrangement shall apply:

- i. In the first instance be subject to counselling from their Supervisor.
- ii. If the employee fails to respond to counselling a written warning will be issued stating the nature of the warning, the instances leading to its issue and the improvement required.
- iii. If there is no improvement a further written warning will be issued stating the exact nature of the warning, the instances leading to its issue and that further unauthorised or unexcused absences could lead to termination of employment. If after a review period the employee has responded positively to the counselling then the employee shall be advised accordingly. Where requested by the employee the union representative and the Employer will agree on a review date.
- iv. If the employee fails to comply with the warning, then the employment may be terminated by the Employer.

## **2.8 Disciplinary Policy**

2.8.1 The disciplinary policy is designed to assist the Employer in working with employees to resolve circumstances, which inhibits the ability of the Employer and employees to achieve their goals and objectives. The primary objective of the policy is to improve and maintain workplace and team relationships and assist the employee in reaching an expected standard of performance or conduct.

2.8.2 The parties agree that, subject to the circumstances of each individual matter the Employer Counselling and Disciplinary Policy as varied from time to time, will be followed when dealing with such matters.

## **2.9 Abandonment of Employment**

Where an employee is absent from work for a period of three working days without contacting the Employer in regard to the reasons for the absence it shall be assumed that the employee has abandoned their employment. If within 10 days from the commencement of the absence the employee has not proved to the Plant Manager that there was a satisfactory reason for the absence then the employee shall be deemed to have terminated their employment.

## **2.10 Suspension From Duty**

An employee accused of misconduct may be suspended by the Employer for up to three working days to allow a full investigation of the situation to be undertaken. If the employee is dismissed then there is no payment for the period of suspension. If the employee is

exonerated or receives a warning then the employee will be paid his ordinary time rate pay for the period of the suspension.

As an alternative to termination of employment, the employee and the employer may agree to the employee being suspended for up to ten days without pay. The employee shall be entitled to be represented by the union during discussions on this matter.

## **2.11 Stand Down**

The employer may stand down an employee during a period in which the employee cannot usefully be employed because of one of the following circumstances:

- (a) industrial action (other than industrial action organised or engaged in by the employer);
- (b) a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown;
- (c) a stoppage of work for any cause for which the employer cannot reasonably be held responsible.

## **2.12 Job Share**

- 2.12.1 With the approval of management two employees may volunteer to establish a job share arrangement where their combined ordinary hours of work equal the ordinary hours per week of a full time employee.
- 2.12.2 Each employee participating in the job share arrangement shall be entitled to the benefits of a full time employee in the same proportion that their hours or work relate to that of a full time employee.
- 2.12.3 Each employee in the job share arrangement shall cover for the other employee's absences from work.
- 2.12.4 The job share arrangement shall cease if either employee's employment is terminated for any reason. Provided that the job share arrangement may continue where suitable alternate arrangements can be made with the existing workforce. Such arrangement shall be subject to the approval of management.
- 2.12.5 As an alternative to (4), the remaining 'job share' employee may take up the full time position previously subject to 'job share'.

## **PART 3 – CLASSIFICATION AND WAGES**

### **3.1 Classification Structure and Definitions**

#### **3.1.1 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 utilises 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.

### 3.1.2 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.

### **3.1.3 Process Employees Level 3 -**

#### **Points of Entry:**

**Level 2 or lower - An existing employee performing work at this level.**

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

**An employee with recognised 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) Processing material handling.**
- (2) Knife sharpener whose duties do not include deboning poultry product.**
- (3) General work associated with the preparation, packing and storage of cooked and uncooked processed poultry products using steam and/or other means of heating.**
- (4) A specialist cleaner using steam and chemicals to sanitise food processing equipment after the processing is completed.**
- (5) All mincing, filling, debone machine operation, flavour injector, and mixer.**
- (6) May be required to obtain licence to operate forklift or to perform basic maintenance procedures.**
- (7) 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.**

### **3.1.4 Process Employee Level 4 -**

#### **Points of Entry - Level 3 or lower:**

**An existing employee performing work at this level.**

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

An employee with recognised 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.

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.

### 3.1.5 Process Employees Level 5 -

Points of Entry:

Level 4 or lower.

An existing employee performing work at this level.

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

An employee with recognised 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.

### **3.1.6 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.**

### **3.2 Wages**

**Subject to clause 3.3, the weekly wages for work in each skill or classification level are those set out in Annexure A as per Table 1.**

### **3.3 New Employee Wages**

**3.3.1 Employees engaged after this Agreement commences operating shall be paid in accordance with the following classification structure.**

**(a) Grade 1:**

**An employee shall commence at this grade and shall remain at this grade for the first three months of employment with the Employer.**

**(b) Grade 2:**

**An employee at this grade has been employed by the Employer for more than three (3) months but less than 12 months.**

**3.3.2 The wage rates that apply to the classification structure in 3.3.1 shall be as follows:**

<b>Classification</b>	<b>After the date the Agreement is made (Weekly)</b>	<b>After the date the Agreement is made (Hourly)</b>
<b>Grade 1</b>	<b>\$754.19</b>	<b>\$19.85</b>
<b>Grade 2</b>	<b>\$809.42</b>	<b>\$21.30</b>

**3.3.3 The wages in 3.3.2 shall increase on the following basis:**

- (a) From the first full pay period to commence on or after 1 July 2018, the wages shall further increase by the same amount as determined by the Annual Wage Review 2017-18 for minimum modern award wages.**

(b) From the first full pay period to commence on or after 1 July 2019, the wages shall further increase by the same amount as determined by the Annual Wage Review 2018-19 for minimum modern award wages.

(c) From the first full pay period to commence on or after 1 July 2020, the wages shall further increase by the same amount as determined by the Annual Wage Review 2019-20 for minimum modern award wages.

**3.3.4** Once a new employee reaches 12 months of continuous service with the Employer, they shall be paid in accordance with the classifications in clause 3.1 and wages rates in Table 1 of Annexure A of the Agreement.

**3.3.5** Following each 1-month period after the commencement of employment of employees on the New Employee Wages, the Employer will conduct a review of ordinary hours of work for casual employees. Where the review identifies that casual employees on the New Employee Wage have, on average, received higher levels of ordinary hours of work than casual employees who were engaged as the date the agreement was made, this shall be addressed in the following 1-month period.

#### **3.4 Allowances**

##### **3.4.1 Fork Lift**

An employee called upon to operate a fork lift and who for that purpose holds the appropriate certificate of competency will be paid an allowance at the rate set in Annexure A.

##### **3.4.2 Meal allowance**

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by the employer an amount set in Annexure A to meet the cost of a meal, except where a meal is provided by the employer.

##### **3.4.3 First aid allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid certificate will be paid an allowance at the rate set in Annexure A per week extra if appointed by their employer to perform first aid duty.

##### **3.4.4 Cold work**

An employee working for more than one hour in a place where the temperature is reduced by artificial means must be paid the allowance at the rate set in Annexure A hereof extra

##### **3.4.5 Leading hands Small Group**

A Leading Hand - Small Group, which means a Leading Hand supervising 20 employees or less, will be paid an allowance at the rate set in Annexure A per week in addition to the minimum wage for the highest classification supervised.

##### **3.4.6 Leading hands Large Group**



As defined in position profile for Processing Leading Hand, the ability to develop and supervise a team of greater than 20 employees will be paid an allowance at the rate set in Annexure A per week in addition to the minimum wage for the highest classification supervised.

### **3.5 Mixed Functions**

3.5.1 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:-

- 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.
- If an employee is required to perform such work for two hours or more but 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.
- If an employee is required to perform such work for less than two hours, the employee will be paid the higher (or higher, as the case may be) rate of wage prescribed for the time actually occupied on such work.

Provided that no additional payment under this subclause 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 for work.

3.5.2 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.

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

## **PART 4 - HOURS OF WORK AND OVERTIME**

### **4.1 Ordinary hours of work and rostering**

4.1.1 Except as provided elsewhere in this Agreement, the ordinary hours of work for an employee are an average of 38 hours per week but not more than 10 hours per day or 152 hours over 28 days.

4.1.2 The current system of working ordinary hours for full-time employees, other than those entitled to an RDO as provided below, is based on working 4 days of 8 hours and 6 hours on Friday in each week. Full-time employees whose ordinary working hours are 4 days of 8 hours and 6 hours on Friday shall be paid the wage rates as provided in Table 1 of Annexure A, subject to clause 3.3, New Employee Wages.

4.1.3 Where the current system of working ordinary hours for full-time employees is to be changed, the Employer shall consult with affected employees and their Union representatives in accordance with clause 6.10.3 (Consultation about changes to rosters or hours of work).

#### **4.1.4 Rostered Days Off**

The Employer has a system of working ordinary hours where certain employees work eight ordinary hours per day with the time in excess of seven hours thirty-six minutes being aggregated to take a day off with pay after each 19 days worked, i.e. a rostered day off ("RDO"). This system of working ordinary hours only applies to full-time employees employed by the Employer as at 7 December 2008 and to part-time employees who applied for full-time employment as at 7 December 2008. Provided that if an employee is transferred to another shift at their request the entitlement to an RDO shall cease and the provisions of 4.1.2 applies.

4.1.5 For the purposes of 4.1.4 a day worked will include a day of paid personal/carers leave, compassionate leave, jury service leave and paid public holidays but does not include time absent on annual leave, workers compensation or any unpaid leave. Therefore for each day of personal/carers leave, compassionate leave or jury service leave and paid public holidays the employee is paid 7.6 hours pay and 24 minutes is added to the employees RDO accrual.

4.1.6 Subject to the provisions of this clause the RDO shall be on a fixed roster prepared by the Employer. The taking of RDOs will be determined within each department.

4.1.7 When production requirements necessitates the Employer may direct an employee to take their RDO at an earlier or later time than specified on the RDO roster.

4.1.8 Subject to the approval of the Employer an employee may arrange to swap their RDO with another employee provided the Employer's operational requirements are met.

4.1.9 At any time an employee may advise the Employer that they will not be taking their RDOs as rostered and will allow their RDOs to accumulate and be paid-out during January of each year or on termination of employment. Once per calendar year an employee may decide to reverse their previous decision and return to taking their RDOs on a roster basis with any accruals to be paid in January.

#### **4.2 Day workers**

The ordinary hours of work for a day worker may be worked on any or all of the days of the week Monday to Saturday. The days on which ordinary hours are worked may include Sunday subject to agreement between the employer and the majority of employees concerned or between an employer and an individual employee. Where ordinary hours are worked on a Saturday or Sunday, the additional rates in clause 4.4 apply.

The ordinary hours of work are to be worked continuously, except for meal and rest breaks, at the discretion of the employer between the hours 4.00 am and 7.00 pm.

#### **4.3 Shift workers**

##### **4.3.1 Definitions**

For the purposes of this award:

- (i) **Early morning shift** means a shift of ordinary hours commencing at or after 2.00 am and before 4.00 am; and



(ii) **Afternoon shift** means a shift of ordinary hours finishing at or after 7.00 pm or before 1.00am; and

(ii) **Night shift** means a shift finishing after 1.00am and at or before 9.00 am.

#### 4.3.2 Hours of work

The ordinary hours for a shift worker are up to 10 hours per day, inclusive of meal breaks, Monday to Sunday.

#### 4.3.3 Shift rates

Other than for work on a Saturday, Sunday or public holiday, a shift worker must be paid an additional amount of:

- (i) 10% of the ordinary time rate for ordinary hours worked on an early morning shift;
- (ii) 15% of the ordinary time rate for ordinary hours worked on an afternoon or night shift;
- (iii) 30% of the ordinary time rate for ordinary hours worked on permanent night shift.

Provided that:

- (i) where an employee on afternoon shift currently finishes ordinary hours of work between 6.00pm and 7.00pm on a Friday as part of the current system of working ordinary hours for full-time employees, they shall continue to be entitled to payment of the 15% shift rate for such hours worked under the current roster;
- (ii) where an employee on night shift currently finishes ordinary hours of work between 12.00am and 1.00am on a Friday as part of the current system of working ordinary hours for full-time employees, they shall continue to be entitled to payment of the 30% shift rate for such hours worked under the current roster.

#### 4.3.4 Shift notice

- (i) An employee must be given at least seven (7) days' notice of a requirement to work shift work and 48 hours' notice of any alteration to their hours of work. By agreement between an employer and an employee, the notice requirement may be waived.
- (ii) The hours for a shift worker when fixed may be varied for breakdowns or other causes beyond the control of the employer.

#### 4.4 Weekend rates

4.4.1 An employee who works ordinary hours on a Saturday (midnight Friday to midnight Saturday) or Sunday (midnight Saturday to Midnight Sunday) must be paid an additional amount of:

- (a) 50% of the ordinary time rate for ordinary hours worked on a Saturday for employees engaged prior to 1 March 2017. Provided that, where an employee engaged prior to that date volunteers to work ordinary time on a Saturday, the additional amount shall be 30% of the ordinary time rate.
- (b) 30% of the ordinary time rate for ordinary hours worked on a Saturday for employees engaged on or after 1 March 2017.

- (c) 75% of the ordinary time rate for ordinary hours worked on a Sunday.

**4.4.2** Where Saturday ordinary time is required to be rostered on a regular and ongoing basis, the employer shall follow the below process for rostering employees for such ordinary hours:

- (a) At first instance, the employer will call for volunteers to work ordinary hours on Saturdays;
- (b) Where there are insufficient volunteers, any new employees engaged by the employer after the date this Agreement is made may be rostered to work ordinary hours on Saturdays;
- (c) If additional employees are required to work ordinary hours on Saturdays, or where there are an insufficient number of employees with the appropriate skills to meet production requirements during a Saturday roster, the employer may direct existing employees to work ordinary hours on Saturdays;
- (d) Where the employer intends to commence a roster of ordinary hours on Saturdays on a regular and ongoing basis, the employer will commence consultation with affected employees at least 8 weeks prior to the introduction of such roster.

**4.5 Breaks**

**4.5.1 Meal breaks**

An employee is entitled to an unpaid meal break on each day of work of not less than 30 minutes or more than 60 minutes to be taken not later than six hours after the commencement of work.

**4.5.2 Rest breaks**

An employee is entitled to rest breaks of 15 minutes each in the forenoon and in the afternoon, without deduction of pay. Provided that, where an employee works for less than less than six (6) hours on a day or shift (excluding any unpaid meal break), such employee shall be entitled to one (1) rest break of 15 minutes.

**4.5.3 Crib time**

Where shiftwork comprises consecutive shifts of at least 7.6 hours each per day, an employee working shiftwork is entitled to a paid 20 minute crib time instead of any other meal break provided in this award.

**4.5.4 Breaks**

- (a) Toilet breaks shall be taken only during rostered breaks unless in an emergency situation.
- (b) Leading Hands may document but will monitor breaks taken by employees.
- (c) Leading Hands may provide details of excessive toilet breaks taken to the Medical Centre (First Aid Office).
- (d) Details of excessive breaks taken for non-medical reasons will be referred to Management for counselling of employees involved where necessary. Such

counselling may result in a written warning/s being issued and may result in an employee being stood down.

- (e) Following discussions and by mutual agreement the timing and duration of meals and rest periods may be altered provided that the total amount of paid time for such breaks under the Agreement shall not be increased.
- (f) All breaks on Saturday and Sunday overtime are paid breaks.

#### **4.6 Overtime**

##### **4.6.1 Payment for working overtime**

Except as provided for in clause 4.8 and, for all work done outside of ordinary hours, the overtime rate is 150% for the first two hours and 200% thereafter.

##### **4.6.2 Call-back**

- (a) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) must be paid for a minimum of four hours at the overtime rates each time the employee is so recalled.
- (b) Clause 4.6.2 (a) does not apply where it is customary for an employee to return to the employer's premises to perform a specific job outside the employee's ordinary hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary hours.

##### **4.6.3 Where fulltime and part time employees have advised the Employer that they are prepared to work overtime, the Employer will allocate such overtime fairly and with consideration to and having the appropriate skills to perform the position/task required**

#### **4.7 Rest period after overtime**

##### **4.7.1 When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.**

##### **4.7.2 An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 4.7.3(a), be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.**

##### **4.7.3 If on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.**

##### **4.7.4 The provisions of clause 4.7.2 apply in the case of a shift worker as if eight hours were substituted for 10 hours when overtime is worked:**

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
- (c) where a shift is worked by arrangement between the employees themselves.

#### **4.8 Weekend Overtime**

- (a) Overtime worked by an employee on a Saturday must be paid at the rate of 150% of the ordinary time rate for the first two hours and 200% of the ordinary time rate thereafter.
- (b) Overtime worked by an employee on a Sunday must be paid at the rate of 200% of the ordinary time rate.
- (c) An employee required to work overtime on a Saturday or a Sunday must be paid for a minimum of four hours on a Saturday and four hours on a Sunday at the overtime rates.

#### **4.9 Friday Work**

Should overtime be required to finish the day's work on Friday for any reason beyond the Employer's control, the employees shall work a reasonable amount of overtime if required.

#### **4.10 Time off in lieu of Payment for Overtime**

Subject to approval by the Employer an employee (permanent, part-time or casual) may defer payment for overtime worked and take ordinary time off at a later date and receive payment for the overtime at that time. The overtime to be deferred must be a minimum of one (1) hour. Such time off must be taken within 3 months of the entitlement occurring or payment for the overtime will be made to the employee

Where no election is made in accordance with subclause (b) above, the employee will be paid overtime rates in accordance with the agreement.

### **PART 5 – LEAVE**

#### **5.1 The National Employment Standards**

5.1.1 The National Employment Standards ("NES") are minimum entitlements specified in Part 2-2 of the Fair Work Act 2009. A summary of the leave entitlements from the NES are set out in Part 5 of this agreement. For the purposes of the NES the following general provisions apply.

##### **5.1.2 Continuous Service**

"Continuous Service" is the period during which an employee is employed by the employer provided that following periods of absence during employment do not count as service:

- Any period of unauthorised absence
- Any period of unpaid leave except absence on community service leave.

##### **5.1.3 Restriction While Receiving Workers' Compensation**

An employee is not entitled to accrue any leave under the NES (whether paid or unpaid) during a period when the employee is absent from work because of a personal illness, or a personal injury, for which the employee is receiving workers compensation payments. This does not apply to unpaid parental leave.

#### **5.1.4 Notice**

To be entitled to leave an employee must give the employer notice as soon as reasonably practicable regarding the type of leave to be taken and must advise the employer of the period, or expected period of the leave.

#### **5.1.5 Documentary Evidence**

Subject to the provisions of the enterprise agreement, to be entitled to payment for the leave the employee, when required by the employer, must provide evidence that would satisfy a reasonable person that the leave was taken for the purpose it is provided in the NES.

### **5.2 Annual leave**

**5.2.1** This entitlement applies to all employees other than casual employees. The employee shall be entitled to annual leave in accordance with the NES. A summary of the entitlement is included below.

#### **5.2.2 Period of Leave**

A full time employee is entitled to a period of 4 weeks' (152 ordinary hours) annual leave (exclusive of public holidays) after each 12 months continuous service with the Employer. The annual leave accrues progressively during a year of service according to the employee's ordinary hours worked.

#### **5.2.3 Taking Leave**

- (a) The Employer may request the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken.
- (b) Subject to prior approval by the Employer, which includes consideration of production requirements, the employee may take their annual leave in multiple periods, including periods of less than 1 week.
- (c) Except in urgent situations the employee must lodge any applications for annual leave at least four weeks in advance of the date upon which they wish to commence leave.
- (d) Employees who have accrued 6 weeks or more annual leave may be directed to take annual leave with a minimum of four weeks' notice. When considering requiring an employee to take annual leave, the Employer will have regard to any personal circumstances of the employee, including any plans to use the accrued leave at a later date.



- (e) Any authorisation enabling an employee to take annual leave is subject to the Employer's operational requirements.
- (f) Access to annual leave shall be exclusive of any shutdown period provided for in the Act.

5.2.4 The Employer may close down the plant or part of it during any period of pre planned maintenance or for the installation of machinery for a maximum of five (5) days per annum, provided that:

- (a) For a close-down for maintenance purposes:
  - a. Employees may be directed to take annual leave or unpaid leave for a maximum of three (3) days per occasion, unless otherwise agreed between the Employer and the majority of employees concerned; and
  - b. The Employer gives not less than four (4) weeks' notice of the intention to close down where the close-down does not exceed three (3) days;
- (b) For a close-down for installation of machinery:
  - a. Employees may be directed to take annual leave or unpaid leave for a maximum of five (5) days per occasion, unless otherwise agreed between the Employer and the majority of employees concerned; and
  - b. The Employer gives not less than twelve (12) weeks' notice of the intention to close-down where the close-down exceeds three (3) days;
- (c) An employee who has accrued sufficient annual leave to cover the period of the close down is allowed annual leave and also paid for that leave at the appropriate wage; and
- (d) An employee who has not accrued sufficient annual leave to cover part or all of the close down is allowed paid annual leave for the period for which they have accrued sufficient leave, and given unpaid leave for the remainder of the close down; and
- (e) An employee with sufficient annual leave to cover the period of the close down may elect to take unpaid leave for the period of the close down; and
- (f) An employee who has accrued long service leave or time off in lieu of overtime (if applicable) may access such leave during the close down.

5.2.5 Payment for Period of Leave

- (a) Before going on annual leave the employee will be paid the employee's base rate of pay for the employee's hours of work in the period plus the annual leave loading.
- (c) Annual leave loading of 20% will be paid to employees whilst they are on annual leave.

- (d) Annual leave loading will not be paid for any leave taken in advance of the full four weeks entitlement.
- (e) Annual leave loading will not be paid on weekend penalties or overtime.
- (f) When the employment of an employee is terminated by the employer or by the employee, annual leave loading will be paid on the whole of the annual holiday to which he or she became entitled for each year of service.
- (g) Shift workers are paid as if at work or 20% whichever is the greater.

#### **5.2.6 Entitlement to cash out annual leave**

An employee may request in writing to forgo one week of annual leave and to receive payment of that amount (including the leave loading) in lieu of taking the leave. Payment is conditional on the Employer agreeing to the request. The employee must have at least four weeks of accrued leave remaining after the pay-out and can only request payment twice per year. Where an employee elects to receive a payment in lieu of taking annual leave, their annual leave entitlement shall be reduced by the quantum of the annual leave payment.

#### **5.2.6 Illness During Annual Leave**

An employee who is ill or injured during periods of Annual Leave resulting in the employee being incapacitated for no less than 5 days of their Annual Leave, may request that the period of illness or injury be deducted from their Sick Leave entitlement and the corresponding period be re-credited to their Annual Leave entitlement. The following conditions shall apply:

- (a) The employee concerned must present a Doctor's Certificate stating the nature of the illness or injury and the period that the employee was incapacitated at the time of claiming Sick Leave;
- (b) The employee must have enough Sick Leave accruals to cover the period of leave and the 20% Annual Leave loading paid to the employee at the commencement of the Annual Leave (i.e. if the employee seeks credits of 5 days Annual Leave they must have no less than 6 Sick Leave days accrued).

### **5.3 Personal / Carers Leave**

Employees are entitled to personal/carer's leave in accordance with the NES. Only full-time and part-time employees are entitled to paid leave. A summary of these entitlements is included below.

#### **5.3.1 Meaning**

Personal/carer's leave is:

- (a) paid sick leave taken by an employee (other than a casual employee) because of a personal illness, or injury, of the employee; or



(b) carer's leave taken by an employee to provide care or support to a member of your immediate family, or a member of the employee's household, who requires care or support because of:

- (i) a personal illness, or injury, of the member; or
- (ii) an unexpected emergency affecting the member.

#### 5.3.2 Immediate family member

An immediate family member is a spouse, de-facto partner, child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild, sibling or sibling of the spouse or de-facto partner of the employee.

#### 5.3.3 Accrual

For each year of continuous service Employees, other than casual employees, are entitled to ten days paid personal/carers leave. An employee's entitlement to paid leave accrues progressively during a year of service according to the employee's ordinary hours worked.

Provided that employees employed by the Employer as at 31 May 2014, after the completion of the two years' service an employee will be entitled to 10 days sick leave on the employee's anniversary date.

#### 5.3.4 Payment

If an employee takes paid personal/carers leave the employee shall be paid the amount the employee would have been paid for working ordinary hours if the employee had worked during that period.

#### 5.3.5 Unpaid carer's leave

An employee (including a casual employee) is entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family or household, requires care or support during such a period.

### 5.4 Compassionate Leave

5.4.1 Full time or part time employees are entitled to paid compassionate leave in accordance with the NES. Casual employees are entitled to unpaid Compassionate leave. The definition of immediate family that applies to personal carer's leave also applies in respect to this clause. A summary of that entitlement to compassionate leave is included below.

#### 5.4.2 Entitlement

Employees are entitled to a period of 2 days compassionate leave for each occasion when a member of the employee's immediate family or household has a personal illness or sustains an injury that poses a serious threat to their life.

#### 5.4.3 Bereavement Leave

Employees are entitled to a period of 3 days bereavement leave for each occasion when a member of the employee's immediate family or household dies.

## **5.5 Domestic and Family Violence Leave**

**5.5.1** The Employer recognises that employees who experience domestic or family violence may need additional support to recover, settle, organise children, attend doctor's appointments, court appointments and related activities. The Employer will make every effort to provide such support and will treat such matters with confidentiality.

### **5.5.2 Entitlement**

- (a) A permanent team member experiencing domestic or family violence will have the choice to access personal/carer's leave, annual leave, TOIL (where applicable) or unpaid leave.
- (b) In addition, a permanent team member may access up to two days' additional paid leave per annum.
- (c) Leave under this clause may be granted for the purpose of seeking medical and legal assistance, for counselling, relocation or other related activities.

### **5.5.3 Notification**

Employees are required to notify the Employer of such absence on the first day of absence if prior notice is not possible.

### **5.5.4 Documentation**

The Employer may request reasonable supporting documentation which references that such leave is taken for the intended purpose of this leave. This may include documentation from the Police Service, a Court, a Doctor, a District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Lawyer, Lawyer or any other reasonable form of evidence may be accepted.

## **5.6 Parental Leave**

An employee who has completed twelve months services is entitled to unpaid Parental Leave in accordance with the provisions of the Fair Work Act.

## **5.7 Maternity Leave**

Employees may take some or all of their Annual Leave on half pay in conjunction with Maternity Leave on the following basis:-

- (a) That total period of absence from work, resulting from the combined Annual Leave cannot exceed 52 weeks; and
- (b) Such must be taken in minimum 8 weeks (i.e. 4 weeks Annual Leave at half pay); and

- (c) The employee advises the Employer of her desire to take Annual Leave at half pay as soon as practicable after notifying the Employer of her intention to take Maternity Leave.

#### **5.8 Study Leave**

Employees may request paid leave for the purpose of participating in an external course of study subject to the following conditions:

- (a) The course of study is not offered within the Employer's set training programme:- and
- (b) The course of study is relevant to the duties performed by the employee and the business of the Employer:- and
- (c) The employee provides adequate notice of the course particulars and study schedule of the Employer:- and
- (d) The Employer may approve or decline the leave request at its sole discretion

#### **5.9 Sick Leave pay-out**

Employees may, once each calendar year, request payout of an amount of sick leave credit in accordance with the provisions of this clause. When such payment is made the employees Sick Leave credit shall be reduced accordingly.

- (a) Subject to the provisions of the Act employees who have in excess of 114 hours sick leave in credit accrued since 27 March 2006 may, by choice, receive payout of such excess accumulation.
- (b) The request for payout shall be at one of the following times:
  - On the employees anniversary date of commencing fulltime employment with Inghams
  - In conjunction with an employee's Annual Leave
  - In December of any year
  - At a time mutually agreed between the employer and the employee

#### **5.10 Public Holidays**

5.10.1 A weekly employee not required to work shall be entitled to holidays on the following days or days observed in lieu without deduction of pay:

- (a) New Year's Day,
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day;
- (f) Queen's Birthday;
- (g) Eight Hours' Day;
- (h) Christmas Day;
- (i) Boxing Day, and

(j) Any other Gazetted Public Holiday for the State.

5.10.2 All time worked by full time employees on any of the days observed as holidays names in sub-clause (1) shall be paid for at the rate of time and one-half for the first two hours and double time thereafter with a minimum payment of 4 hours at such rate. This payment is in addition to an employee's entitlement to payment for the public holiday at ordinary time. Casuals shall be paid at the rate of double time and a half for the first two hours and treble time thereafter (excluding the casual loading).

5.10.3 An employee who works a prescribed holiday may, by agreement evidenced in writing between the Employer and the employee, perform at single time, with the balance of the payment due being made in conjunction with one day off in lieu of such holiday, at a mutually convenient time.

5.10.4 Any employee absent without approved leave on the working day immediately preceding or the working day immediately succeeding a public holiday or holidays shall produce a medical certificate if the absence is due to illness or injury.

5.10.5 In addition to the public holidays in 5.9.1 above full time and part time employees are entitled to the Picnic Day. The Picnic Day will be a normal working day. All employees, other than casuals, who work on the Picnic Day (designated as the first Monday in August each year) shall be entitled to a picnic day holiday on a rostered basis to be taken at a time mutually agreed between the Employer and the employee. Any untaken picnic day entitlement shall be paid out on termination of employment, on request, or in the last pay day in May of each year if not taken.

#### **5.11 Long Service Leave**

An employee shall be entitled to Long Service Leave with pay, subject to and in accordance with the provisions of the *Long Service Leave Act (NSW) 1955*.

#### **5.12 Community Service Leave**

5.12.1 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for following reasons:

- (i) time when the employee engages in the activity;
- (ii) reasonable travelling time associated with the activity;
- (iii) reasonable rest time immediately following the activity;

Provide that the employee's absence is reasonable in all the circumstances.

Eligible community service includes jury service and a voluntary emergency management activity.

#### **5.12.2 Jury Service**

An employee (other than a casual) who attends jury service is entitled to be paid for up to 10 days per each jury service summons.

The employee is entitled to receive payment for the difference between the amount payable as jury service pay and the amount the employee would have received for working ordinary hours during the period of level. To be entitled to payment the employee, if required by the employer, must produce evidence of the amount of jury service pay the employee received or to which they are entitled.

#### **5.12.3 Voluntary Emergency Management Activity**

An employee is entitled to unpaid leave to engage in an activity dealing with an emergency or natural disaster as a member of an emergency management body such as a rural fire brigade or State Emergency Service.

### **PART 6 - GENERAL**

#### **6.1 Training**

The Employer is committed to enhancing the skills and capacity of its workforce through the provision of training. The principal objectives of training are to improve efficiency and productivity and to provide employees with opportunities for career development and increased job satisfaction.

#### **6.2 Workplace Change**

- 6.2.1 In order to meet the demands of the competitive nature of the industry, the Employer will continue to examine the performance of its business functions.
- 6.2.2 Where the 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 shall notify the employees who may be affected by the proposed changes and if requested by the employee their union representative.
- 6.2.3 The Employer shall discuss with the employees affected and their representative/s if any, the introduction of the changes referred to in Annexure A hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and if requested by the employee, their union representative in relation to the changes.

#### **6.3 Redundancy**

##### **6.3.1 Definitions**

- (a) The rate of pay used to calculate one week's pay for weekly employees will be the all-purpose rate currently paid excluding overtime but including penalty rates, and shift premiums and all allowances.
- (b) The rate of pay used to calculate one week's pay for part-time employees shall be as described in (a) averaged over the period of employment.



- (c) A casual employee means an employee who is employed on an hourly basis in accordance with the Agreement. A casual employee is not entitled to any termination payments pursuant to this agreement.
- (d) Work area means a discrete functional or geographical part of the Employer's operations. The determination of a work area is by reference to the management structure and accountabilities and agreement classification.
- (e) Redundancy means a situation where the Employer proposes to permanently cease operating all or part of its business; and this cessation results in one or more full-time or part-time employees becoming surplus to the Employer's labour requirements.

Redundancy does not include:

- Short term reductions in the Employer's labour requirements which can be managed pursuant to clause 6.3.2;
- The sale or transfer of some or all of the Employer's business where continuity of employment is offered to employees;
- Termination of employment pursuant to the Employer's disciplinary policy and procedure, provided that such termination is not directly related to the Employer's requirement to reduce its labour requirements;
- Termination of employment due to retirement;
- Situations where full-time or part-time employees become surplus to the Employer's labour requirements due to industrial action taken by employees which affects the Employer's ability to continue normal operations;
- Variations to rosters or shifts as a result of restructuring or changes in customer demands or operational requirements;

Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

- Situations where part-time or full-time employees are not prepared to undertake training or transfer as a result of technological or operational changes which require such training or transfer; provided that the proposed training or transfer is agreed by the Employer and the union is reasonably within the employee's capability.

#### 6.3.2 Steps to Avoid Redundancies

Where a redundancy situation appears likely the Employer may seek to minimize the number of such redundancies by:

- (a) Eliminate or minimise contractors where the work falls within the area of coverage of applicable or agreements. Eliminate the use of employees of labour hire companies.
- (b) Reducing the hours worked by casual employees.
- (c) Reduce the number of casual employees.
- (d) Review acceptable alternative positions which full time or part-time employees could perform.
- (e) Reduce the number of full-time or part-time employees
- (f) Requiring employees to take accrued annual leave and long service leave.
- (g) No severance payment will be payable where an acceptable alternative role is offered to the employee.

#### 6.3.3 Selection for Redundancies

- (a) Voluntary redundancies will only be offered in the work areas affected.
- (b) If there are insufficient volunteers or the Employer's operational requirements will not be met by the termination of employment of volunteers, the Employer will determine who is to become redundant using the following criteria:
  - where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
  - long-term operational requirements as to employee's skills, experience and potential; and considerations of seniority, equity and fairness.
- (c) In the event that there are more volunteers for redundancy than are required by the Employer, the Employer will determine who is to become redundant using the following criteria:
  - Where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
  - The Employer's medium and long-term skill requirements; and, other things being equal, those employees with the longest service shall have first preference for redundancy.

#### 6.3.4 Notice of Redundancy

Employees to be made redundant will receive notice or be paid in lieu of notice the following:

Period of Continuous Service  
 Less than 5 years' service  
 More than 5 years' service

Period of Notice  
 3 weeks  
 4 weeks



Over 45 years with a minimum of 2 years' service

5 weeks

#### **6.3.5 Payments on Termination of Employment**

On the last day of employment, full time employee whose employment is terminated on account of redundancy will receive a termination payment based on the following formulae:

- (a) for employees with at least 12 months continuous service – 4 weeks' pay per year of service, applied on a pro-rata basis of one weeks' pay for each completed three months of service.
- (b) the maximum severance payment for employees 45 years of age and over is 52 weeks. In other cases the maximum payment is 48 weeks.
- (c) accrued annual leave entitlements in accordance with the applicable legislation and/or; and
- (d) accrued long service leave entitlements in accordance with the applicable legislation, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.
- (e) the balance of the employee's sick leave credit and accrued RDO bank.

#### **6.4 Salary Sacrifice Superannuation**

##### **6.4.1 Objective**

The objective of this clause is to enable employees to make pre-tax contributions to complying superannuation funds through a salary sacrifice arrangement.

##### **6.4.2 Superannuation Guarantee Charge**

The Employer will continue to make employer contributions to nominated complying superannuation funds in accordance with relevant superannuation guarantee legislation (employer contributions).

##### **6.4.3 Salary Sacrifice Provisions**

- (a) An employee may request that the Employer make additional contributions to the superannuation fund to which employer contributions are being made on his or her behalf. These contributions are distinct from and in addition to employer contributions as defined at 6.4.2. For the purposes of this clause, these additional contributions will be known as "Salary Sacrifice Contributions", and are treated as additional employer contributions under superannuation legislation.
- (b) All arrangements for Salary Sacrifice Contributions are subject to the Employer's approval.
- (c) On each occasion on which the Employer makes a Salary Sacrifice Contribution, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purpose of this subclause "occasion" means the

calculation and processing of the payroll in accordance with the applicable pay period.

- (d) No employee may have Salary Sacrifice Contributions at a level in excess of 50% of their pre-Salary Sacrifice Contribution gross weekly all purpose rate of pay.
- (e) Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount.
- (f) Other than in pressing personal circumstances, an employee may not vary their Salary Sacrifice Contributions more than once per annum.

#### **6.4.4 Record of Salary Sacrifice Contribution Arrangements**

Where an employee elects to enter into a Salary Sacrifice Contribution arrangement, the details of the arrangement will be produced in writing and calculated in accordance with the appropriate form

#### **6.4.5 Changes to Applicable Law**

In the event that the law governing taxation and superannuation changes in such a way as to render the Objectives of this clause unattainable or ineffective or, in the opinion of the Employer, inappropriate, the Employer and the union will review this provision and amend if appropriate.

### **6.5 Occupational Health and Safety**

- 6.5.1 The Employer recognises safety as an integral part of the organisation's business aims and is committed to providing a safe and healthy workplace for all employees and others on site.
- 6.5.2 The parties agree to adhere to the Employer's Drug and Alcohol Policy as contained in Annexure C.
- 6.5.3 The parties are committed to working towards a drug free workplace and in doing so agree to work with the Workplace Health and Safety Committee in developing and implementing strategies to achieve a drug free work environment.

### **6.6 Security**

The parties recognise the value of surveillance in improving personal and product safety. Surveillance cameras have been placed in the car park and exterior perimeters of the plant.

### **6.7 No Further Claims**

This agreement is in full and final settlement of all claims against the Employer and during the life of this agreement the union and employees undertake not to make any further claims against the Employer in respect to any matter that will increase Employer labour costs.

## **6.8 Payment of Wages**

- 6.8.1 Wages shall be processed weekly on a day fixed by the Employer. Under normal conditions, employees' pays will be credited to bank accounts no later than midnight on Wednesdays. The Employer will not be responsible for delays in payment due to the EFT system.
- 6.8.2 Wages will be paid by electronic funds transfer to an account nominated by the employee.
- 6.8.3 The Employer may change the pay day and make estimates of the employees' prospective earnings in order to overcome difficulties in processing the payroll due to public holidays or other issues beyond its control.
- 6.8.4 If an employee is underpaid by a net amount equal to or greater than four hours pay, the Employer will ensure that the employee receives the entitled amount. Payment shall be by electronic transfer on the day after the underpayment was reported. If payment is late due to external issues related to bank transfers and/or agency failure that result in total payroll or large sections being delayed, the Employer will make all efforts to deal with these issues as soon as possible. Consideration will be given to all claims.
- 6.8.5 If an employee is underpaid by a net amount less than the equivalent of four hours pay then the error will be corrected in the pay week following the reporting of the error.
- 6.8.6 At the request of an employee in writing, the Employer will continue to pay an employee on a weekly basis for approved annual leave in lieu of a lump sum in advance. The annual leave loading will also be paid weekly.
- 6.8.7 When a public holiday occurs on a Monday then pay day in that week will be Thursday in lieu of Wednesday to avoid estimating and correcting wages, as is current practice.

## **6.9 Hazard Analysis and Critical Control Points (HACCP) Plan**

- 6.9.1 HACCP is a method of implementing a food safety plan in food processing plants which helps ensure:
- Product Safety and Quality
  - Customer satisfaction with our products and services
- 6.9.2 Each and every employee of Inghams has responsibilities in the HACCP plan. These responsibilities are listed in the published HACCP plan. Critical control points must always be monitored and maintained and appropriate corrective action taken. Necessary documentation must be completed.
- 6.9.3 Employees must understand their responsibilities in the HACCP plan, what standards are important in their area of the Plant and notify their Supervisor or Leading Hand immediately a problem occurs so that the corrective action can be taken. A full introduction to the HACCP plan will be given to employees during their plant induction on commencement of employment.
- 6.9.4 Leading Hands have an important role in the HACCP plan including completing necessary reports and ensuring, in conjunction with their Supervisor, that every worker in their team knows their responsibility in the HACCP plan and the appropriate corrective actions to take.

## **6.10 Introduction of Change**

### **6.10.1 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 shall notify the employees who may be affected by the proposed changes and their representative of requested by an affected employee.
- (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 location and the restructuring of jobs. Provided that, where the agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

### **6.10.2 Employer's Duty to Discuss Change**

- (a) The employer shall discuss with the employees affected and the union, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and their representatives (if requested by an affected employee) in relation to the changes.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (1) hereof.
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and their representative (if requested by an affected employee), 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 shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.
- (d) Employee/s may appoint a representative for the purposes of this clause.

### **6.10.3 Consultation about changes to rosters or hours of work**

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information



about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

(c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

(d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

#### **6.11 Workplace Injuries**

6.11.1 The plant has seen a reduction in workplace injuries and therefore in worker's compensation costs. Even though workers compensation costs remain high, the reduction in costs is recognised. The parties agree to monitor the situation with a view to further reduction in claims and costs.

6.11.2 Inghams is fully committed to providing a safe working environment for all employees. In the event of a work related injury/illness we have an injury management system of early intervention to enable you to return to work as soon as medically possible.

6.11.3 If an employee is injured or suffers an illness as a direct result of their employment (work related) whether serious or not they need to:

- (a) Seek first aid treatment if required; and
- (b) Must give notice of the injury/illness as soon as possible to their Supervisor and First Aid Attendant. This can be done verbally or in writing.

#### **6.12 Union Recognition**

6.12.1 The Employer recognises the Australasian Meat Industry Employees Union Newcastle and Northern Branch as being the union that shall have representation of employees in the classifications covered by this agreement.

6.12.2 All employees shall be given an application form to join the Australasian Meat Industry Employees Union at the point of recruitment.

6.12.3 The Employer shall deduct from the wages of each employee who has authorised it membership fees at the amount from time to time decided by the Committee of Management of the Union. The Employer shall forward these deductions to the Secretary of the Union.



### 6.13 Induction Of New Employees

The Union Delegate will be involved and co-operate in the current induction program for new employees in order to insure a smooth transition into the workforce.

The Employer has an induction program for all new employees which includes training on occupational health and safety and workers compensation.

- (a) The union delegate will be given paid time off to speak to all new employees at induction. Using a standard format to insure a consistent presentation.
- (b) All new employees will be inducted on site; the Employer will pay for this. In the event that any employee leaves within five days of the induction, 4 hours will be deducted from their pay.

#### SIGNATORIES:

For and on behalf of  
**Inghams Enterprises Pty Limited**  
ABN: 20 008 447 345

  
(Signature)

Position: Acting People and Performance Manager  
(Operations)  
Full Name: David Story  
Address: Level 4, 1 Julius Avenue,  
North Ryde, NSW, 2113  
Date signed 24 August 2017

For and on behalf of Employees as  
Bargaining Representative:  
**The Australasian Meat Industry  
Employees' Union - Newcastle and  
Northern Branch**  
ABN: 93 459 676 279

  
(Signature)

Position: Branch Secretary  
Full Name: Grant Courtney  
Address: 34 Union St  
Newcastle West  
Date signed: 25 August 2017

**ANNEXURE A**

**RATES OF PAY & ALLOWANCES**

The following wage rates and allowances shall apply from the beginning of the first pay period to commence on or after the dates specified at the top of each column. For employees employed by the employer as at the date the agreement is made, the first wage increase in Table 1 shall be back-dated to the first full pay period to commence on or after 1 March 2017.

**Table 1**

Process Employees	Full time weekly rate	Casual hourly rate	Full time weekly rate	Casual hourly rate	Full time weekly rate	Casual hourly rate	Full time weekly rate	Casual hourly rate
	3.25% increase 1/03/2017		2.75% increase 1/03/2018		2.5% increase 1/03/2019		2.25% increase 1/03/2020	
Level 1	\$846.89	\$26.97	\$870.18	\$27.71	\$891.93	\$28.40	\$912.00	\$29.04
Level 2	\$868.66	\$27.66	\$892.55	\$28.42	\$914.86	\$29.13	\$935.44	\$29.79
Level 3	\$920.19	\$29.30	\$945.50	\$30.11	\$969.14	\$30.86	\$990.95	\$31.55
Level 4	\$936.90	\$29.83	\$962.66	\$30.65	\$986.73	\$31.42	\$1,008.93	\$32.13
Level 5	\$951.39	\$30.29	\$977.55	\$31.13	\$1,001.99	\$31.91	\$1,024.53	\$32.62
Level 6	\$981.09	\$31.24	\$1,008.07	\$32.10	\$1,033.27	\$32.90	\$1,056.52	\$33.64

**Table 2**

Allowances	Frequency	Date agreement is made	1/03/2018	1/03/2019	1/03/2020
First Aid	Per Week	\$22.15	\$22.76	\$23.33	\$23.85
Occupational First Aid	Per Week	\$39.60	\$40.69	\$41.71	\$42.65
Meal Allowance	Per occasion	\$14.04	\$14.43	\$14.79	\$15.12
Forklift Allowance	Per Day	\$4.97	\$5.11	\$5.24	\$5.36
Senior Team Leader	Per Week	\$167.00	\$171.59	\$175.88	\$179.84
Team Leader	Per Week	\$75.15	\$77.22	\$79.15	\$80.93
Small Group Leading Hand	Per Week	\$30.87	\$31.72	\$32.51	\$33.24
Large Group Leading Hand	Per Week	\$51.50	\$52.92	\$54.24	\$55.46
Chiller < -4° c	per hour	\$0.24	\$0.25	\$0.26	\$0.27
Freezer < -20° c	per hour	\$1.63	\$1.67	\$1.71	\$1.75

## **DRUG & ALCOHOL POLICY**

### **Introduction**

Inghams has in place a Drug and Alcohol policy (Policy 5.0, or its replacement) and a Drug and Alcohol Testing Standard Operating Procedure (SOP 2.5 or its replacement).

The parties to this Agreement agree to comply with the terms of the Policy and SOP. The below information summarises the conditions and obligations in the Policy

### **Aim**

Inghams is committed to ensuring that all employees whilst at work are free from the effects of alcohol or drugs which could impair the safety and work performance of themselves and others.

### **Code of Behaviour**

The Policy requires that all employees must be fit to perform their duties safely and competently at all times.

The Policy specifies that all employees are prohibited from the following:

- Using, possessing, selling or purchasing illegal or synthetic drugs while in the workplace or while performing duties for Inghams;
- Being impaired by illegal drugs, synthetic drugs, prescription and pharmacy drugs and/or alcohol while in the workplace or while performing duties for Inghams; and
- The unauthorised use, consumption, possession, selling or purchasing of prescription and pharmacy drugs and/or alcohol while in the workplace or while performing duties for Inghams.

All employees have an obligation to comply with any reasonable direction from Inghams relating to the Policy

### **Medication for Lawful Purposes**

If an employee:

- Is taking lawful medication for genuine remedial purposes; and
- It is possible that the medication could affect the employee's ability to work in a competent and/or safe manner;
  - o Then employee must notify their Supervisor or Manager of the risk of impairment prior to performing their ordinary duties and must comply with any reasonable direction from Inghams.

The Policy details steps that should be taken if an employee is unsure as to the effect of the medication on their ability to work.

### **Drug and Alcohol Testing:**

In accordance with the Policy, employees may be subject to drug and alcohol testing on the following basis:

- During the recruitment process as part of fitness for work assessments (pre-employment testing);
- Following a serious safety incident or accident (post-incident/accident testing);
- When a person is behaving in a way consistent with being under the influence of drugs and/or alcohol and is thereby presenting a potential risk to themselves or others or Inghams (reasonable cause testing); and
- On a random basis (random testing).

All drug and alcohol testing will be carried out by an accredited agency in accordance with the relevant Australian Standards and/or New Zealand Standards.

### **Drug and Alcohol Testing Standard Operating Procedure**

The SOP contains details regarding:

- When drug and alcohol testing will be carried out;
- How drug and alcohol test will be conducted;
- What will happen if an employee returns a drug test result in excess of the target concentration limits in the Australian Standards or New Zealand Standards;
- What will happen if an employee returns a blood alcohol concentration in excess of the applicable limits in this Policy;
- What will happen if an employee refuses to consent to a drug or alcohol test; and
- What will happen if an employee compromises the reliability of a drug and alcohol test.

---

## Schedule 2.3—Model consultation term

(regulation 2.09)

### Model consultation term

- (1) This term applies if the employer:
  - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and



- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.

*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
  - (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).



[www.ingham.com.au](http://www.ingham.com.au)

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2017/3803

**APPLICATION FOR APPROVAL:  
INGHAMS ENTERPRISES (LISAROW) ENTERPRISE AGREEMENT 2017**

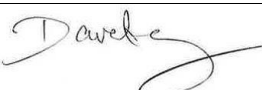
In accordance with s.190 of the *Fair Work Act 2009* (Cth) ("the Act") Inghams Enterprises Pty Limited ("Inghams") gives the following undertakings in respect to the application for approval of the Inghams Enterprises (Lisarow) Enterprise Agreement 2017 ("the Agreement"):

**1. Abandonment of Employment:**

In respect to clause 2.9, Abandonment of Employment, this clause shall operate subject to the National Employment Standards, except where the circumstances would meet the common law meaning of an abandonment of employment.

Inghams understands these undertakings will be taken to be a term of the Agreement pursuant to section 191 of the Act and I am authorised to make these undertakings on Inghams' behalf.

Signed on behalf of Inghams Enterprises Pty Limited:

Date:	24 November 2017
Signature:	
Name:	David Story
Capacity / Position:	People and Performance Manager (Operations)