



DECISION

Fair Work Act 2009

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

Baiada Poultry Pty Ltd T/A Baiada Poultry Pty Ltd
(AG2020/3894)

BAIADA POULTRY PTY LTD TAMWORTH PLANT (PRODUCTION AND DISTRIBUTION EMPLOYEES) ENTERPRISE AGREEMENT 2020 - 2024

Poultry processing

COMMISSIONER CIRKOVIC

MELBOURNE, 25 JANUARY 2021

Application for approval of the Baiada Poultry Pty Ltd Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2020 - 2024.

[1] An application has been made for approval of an enterprise agreement known as the *Baiada Poultry Pty Ltd Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2020 - 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Baiada Poultry Pty Ltd T/A Baiada Poultry Pty Ltd. The Agreement is a single enterprise agreement.

[2] The employer 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] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval have been met.

[4] The Australasian Meat Industry Employees Union and the Australian Workers' Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that each wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers these organisations.

[5] I observe that the following provisions are likely to be inconsistent with the National Employment Standards (NES):

- 14.4.6;
- 23.1.4(a);

- 24.2.1; and
- 27.8.1.

[6] However, noting clause 4.3 of the Agreement, I am satisfied that the beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] I note that clause 3 of the Agreement states that the date of commencement shall be from the first full pay period commencing on or after the date seven days from the date of approval which differs from the requirements of s.54(1) of the Act.

[8] The Agreement was approved on 25 January 2021 and, in accordance with s.54, will operate from 7 days from the date of approval of the Agreement, being 1 February 2021. The nominal expiry date of the Agreement is 13 October 2024.



COMMISSIONER

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ANNEXURE A

[Letterhead of Baiada]

IN THE FAIR WORK COMMISSION *Fair Work Act 2009 (Cth) ("FW Act")*

Matter number: AG2020/3894

Employer: Baiada Poultry Pty Ltd (**Employer**)

Application: Section 185 – Application for approval of a single enterprise agreement, namely the Tamworth Plant (Production & Distribution Employees) Enterprise Agreement 2020-2024 (**Agreement**)

Undertaking-Section 190

I, Sonia Takla, National IR Manager have the authority given to me by Baiada Poultry Pty Ltd, to give the following undertakings with respect to Tamworth Plant (Production & Distribution Employees) Enterprise Agreement 2020-2024 ("the Agreement")

1. In relation to clause 14.3.4 of the Agreement, part-time employees would be paid overtime, at the appropriate overtime rates, for:
 - a. all time worked falling outside of the daily ordinary hours equivalent to a full-time employee; or
 - b. in excess of the hours mutually arranged on engagement or at a later date.
2. In relation to clause 14.5 of the Agreement, the Employer will not engage employees on piece work arrangements.

These undertakings are provided in response to the Fair Work Commission's invitation to provide such undertakings.

Date signed:	21 January 2021
Signature:	
Name:	Sonia Takla

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

Baiada Poultry Pty Ltd
Tamworth Plant
(Production & Distribution Employees)

ENTERPRISE AGREEMENT


2020 – 2024

1 



Baiada Poultry Pty Ltd Tamworth Plant (Production & Distribution Employees) EA 2020-2024

<u>Clause No.</u>	<u>Subject Matter</u>
1.	Title
2.	Anti discrimination
3.	Commencement Date and Period of Operation
4.	Application
5.	Coverage
6.	Aims and Objectives
7.	Duress
8.	No Extra Claims Provision
9.	Introduction of Change in the Workplace
10.	Disputes Procedure
11.	Respect for Each Other
12.	Counselling/Disciplinary Procedure
13.	Copy of Agreement
14.	Employment Categories
15.	Classifications
16.	Wages
17.	Allowance Definitions
18.	Superannuation
19.	Hours of Work
20.	Meal Breaks and Rest Periods
21.	Overtime
22.	Shift Work
23.	Termination of Employment
24.	Redundancy
25.	Annual Leave
26.	Long Service Leave
27.	Personal Leave (Sick Leave & Carer's Leave)
28.	Compassionate Leave
29.	Parental Leave
30.	Community Service Leave
31.	Family and Domestic Violence Leave
32.	Public Holidays
33.	Workplace Injury
34.	Clothing and Equipment
35.	Training
36.	Multi-skilling
37.	Amenities
38.	Smoke Free Workplace
39.	Drugs and Alcohol
40.	Confidentiality and Security
41.	Individual Flexibility
42.	Union Matters
43.	Renegotiation of New Agreement
44.	Signatories



Baiada Poultry Pty Ltd Tamworth Plant (Production & Distribution Employees) EA 2020-2024

1. TITLE

This Agreement shall be known as the Baiada Poultry Pty Ltd Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2020 – 2024.

2. ANTI DISCRIMINATION

2.1 It is the intention of the parties to this Agreement to achieve the principal object in s3(e) of the Fair Work Act 2009 by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

2.1.1 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the provisions of this Agreement nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

2.1.2 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation; or

2.1.3 An employee, the Company or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission.

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement will take effect from the first full pay period commencing on or after the date seven (7) days from the date of approval by the Fair Work Commission and will have a nominal expiry date of **Sunday 13 October 2024**.

4. APPLICATION

4.1 This Agreement shall cover all employees as referred to in Clause 14 'Classifications' of this Agreement who are employed by the Company in its poultry processing operation conducted:

4.1.1 At the Company's premises at corner Out & Bridge Streets Tamworth NSW (the "Out St Plant"); and/or

4.1.2 At any other premises in Tamworth, which the Company operates as an expansion of and/or replacement for, the Out Street Plant.

4.2 This Agreement specifically operates to the exclusion of all industrial instruments, including Awards and Agreements that would otherwise be applicable to the employees (including any award-based transitional instrument and Modern Award).

4.3 The National Employment Standards as prescribed by the Act shall apply to all employees covered by this Agreement except where the Agreement provides entitlements that are more favourable for employees. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. COVERAGE

This Agreement is binding on:

5.1 Baiada Poultry Pty Limited ("the Company");

5.2 All employees whose employment is, at any time when the Agreement is in operation, subject to the Agreement;

5.3 The Australian Meat Industry Employees Union, Newcastle & Northern Branch, ("the Union");

5.4 The Australian Workers Union (AWU) of 20 Good Street Granville NSW 2142, ("the Union");

6. AIMS AND OBJECTIVES

The objectives of this Agreement are:

6.1 To recognise the contributions of all employees to improvements in productivity and efficiency;

6.2 To provide wage increases to employees; and

6.3 To provide the Company with sufficient flexibility in order to increase the efficiency of its business and stability of employment.

7. DURESS

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

8. NO EXTRA CLAIMS PROVISION

It is a term of this Agreement that neither party shall pursue any extra claims during the nominal life of this Agreement.

9. INTRODUCTION OF CHANGE IN THE WORKPLACE

9.1 Company's duty to notify

9.1.1 Where the Company has made a definite decision to introduce major change in production, program, organisation, structure or technology that is likely to have *significant effects* on employees, the Company shall notify the employees and their representatives which may include a Union Representative (if any) who may be affected by the proposed changes.

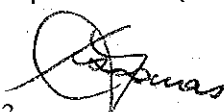
Provision of personal information concerning an employee will be released to their workplace representative only with the express written permission of the relevant employee.

9.1.2 *Significant effects* include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. 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.

9.1.3 The relevant employees may appoint a representative, which may include a Union Delegate or Union Organiser, for the purposes of the procedures in this clause; the Company will recognise such representative.

9.2 Company's duty to discuss change

9.2.1 The Company shall discuss with the employees affected the introduction of the changes referred to in Clause 9.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees. The Company shall also give prompt consideration to matters raised by the employees and their representatives which may include a Union Representative (if any) in relation to the changes.



9.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in Clause 9.1.

9.2.3 For the purposes of such discussion, the Company shall provide to the employees concerned information about the changes including the nature of the changes proposed and the expected effects of the changes on employees. However, the Company shall not be required to disclose confidential information, the disclosure of which would be inimical to the Company's interests.

9.2.4 The procedures set out in this clause do not apply where the Agreement provides the ability to make the relevant changes.

9.3 Consultation on Changes to Regular Rosters or Hours of Work

9.3.1 The Company will consult with employees, and their representative(s) which may include a Union Representative (if any), where it is proposed to change their regular roster or ordinary hours of work. The Company will provide details of the change to employees and invite them to put forward their views regarding the impact of the proposed changes including those on any family or caring responsibilities employees may have. The Company will then consider those views. These provisions are to be read in conjunction with any other Agreement provisions concerning the scheduling of work and notice requirements and will not apply where employees have irregular, sporadic or unpredictable hours.

10. DISPUTES PROCEDURE

10.1 If a dispute relates to:
(a) a matter arising under the Agreement; or
(b) the National Employment Standards;

This clause sets out procedures to settle the dispute.

10.2 An employee who is a party to the dispute may appoint a representative which may include a Union representative for the purposes of the procedures in this clause.

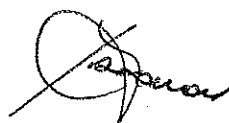
- (a) The representative may interview the employee(s) concerned and the Supervisor. The representative shall have reasonable access to resources (including photocopier, telephone, fax machine and notice board) to perform their role.
- (b) An employee involved in the disputes procedure shall be released from duty on paid time where they are required to be interviewed in accordance with subparagraph 10.2 (a) with the prior authorisation of the Company and at a time that is mutually agreed by the parties.

10.3 Within the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and their representative(s) which may include a Union representative and the relevant Supervisor(s) and/or Manager.

10.3.1 A response is required within two (2) working days unless there are reasonable circumstances preventing a response in that time.

10.4 If discussions at the workplace level do not resolve the matter in dispute, the parties will arrange further discussions involving more senior levels of management as appropriate. The employee may invite a representative, including the Union representative, to be involved in the discussions.

10.4.1 A response is required within two (2) working days unless there are reasonable circumstances preventing a response in that time.



Baiada Poultry Pty Ltd Tamworth Plant (Production & Distribution Employees) EA 2020-2024

10.5 If the matter in dispute is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, either party may refer the dispute to the Fair Work Commission.

10.6 The Fair Work Commission may deal with the dispute in two (2) stages:

- (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) If the Fair Work Commission is unable to resolve the dispute at the first stage, Fair Work Commission may:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may use the powers that are available to it under the *Fair Work Act 2009*.

A decision the Fair Work Commission or successive body makes will bind the parties subject to exercising their right of appeal.

10.7 The Fair Work Commission must not deal with a dispute about whether the Company has reasonable business grounds under subsection 65(5) or 76(4) of the Act or a clause of this Agreement to similar effect.

10.8 Until the matter in dispute is determined, the status quo will prevail. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter-giving rise to the dispute.

10.8.1 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally (status quo) unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) Subject to Clause 10.8 an employee must comply with a reasonable direction given by the Company to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable Workplace Health and Safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

10.9 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

11. RESPECT FOR EACH OTHER

The Company has no tolerance for any form of workplace inappropriateness or behaviour that is intended to intimidate or harass including sexual harassment. Appropriate conduct and behaviour in the workplace is a collective responsibility and we will all work to promote a workplace free of any inappropriate conduct, behaviour or activity.

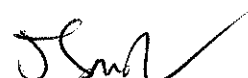
The Company has a Workplace Bullying Policy and Procedure, which it may vary from time to time and at its discretion, to deal with such issues.



12. COUNSELLING/DISCIPLINARY PROCEDURE

- 12.1** Throughout the counselling procedure an employee has a right to representation and may request representation which may include a Union representative. Prior to commencing the counselling procedure the Company will inform the employee of their right to have representation.
- 12.1.2** The Company will advise the employee at each stage of the counselling or disciplinary procedure of their rights to representation.
- 12.2** In any case where the actions of an employee are deemed to be unacceptable to the Company, the employee will be counselled as a prerequisite to the commencement of discipline and/or termination proceedings, except that this clause will not apply where the actions constitute serious misconduct.
- 12.2.1** Serious misconduct includes wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment, conduct that causes serious and imminent risk to the health or safety of a person or the reputation, viability or profitability of the Company's business, the employee, in the course of the employee's employment, engaging in theft or fraud or assault, the employee being intoxicated at work, the employee refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment, as outlined in regulation 1.07 of the *Fair Work Regulations 2009*.
- 12.3** Taking into consideration the severity of the allegations/incident, following an investigation and the provision for an opportunity for the employee to respond to the matters raised and to explain their actions and understandings with regard to the matters raised the counselling procedure will consist of one or all of the corrective measures as stated below:
- 12.3.1** The Company will either accept the employee's response and no further action will occur or the employee will be counselled. The Company will clearly identify, in written advice to the employee, the unacceptable actions, advise on corrective measures that are required and of a review date.
- 12.3.2** Where the initial counselling has failed to correct the unacceptable actions a further review will occur and will incorporate, where necessary, a written warning to the employee identifying the performance incident/unacceptable actions and the corrective measures required.
- 12.3.3** Where a performance incident/unacceptable actions are serious, but not so serious to warrant immediate dismissal, the Company may issue the employee with a final warning without having issued previous warnings.
- 12.3.4** Where a final written warning has been issued and there are no re-occurrences of any unacceptable performance matters/actions for a period of twelve (12) months the final written warning shall remain on file, however will not be relied upon for any future counselling/disciplinary action.
- 12.3.5** When despite previous counselling further performance incidents occur, the Company may consider the option of issuing a further written warning, a final warning or termination. The employee will be given the opportunity to respond and asked to provide reasons why the intended disciplinary action should not occur.
- 12.3.6** After reviewing all the facts and having taken into consideration the information from the employee and their representation the Company may exercise the options available and inform the employee accordingly.
- 12.3.7** During an investigation, the Company may suspend an employee on full pay while the matter is being investigated. Where the Company makes a decision to suspend an employee, they shall be informed at the time of suspension as to the right to representation and the nature of the allegation(s) that resulted in the suspension.





Baiada Poultry Pty Ltd Tamworth Plant (Production & Distribution Employees) EA 2020-2024

12.4 Termination of employment can only occur if authorised by the relevant Site Manager in conjunction with the National IR Manager.

13. COPY OF AGREEMENT

Each employee shall be supplied with a copy of this Agreement upon request at any time throughout the life of the Agreement.

14. EMPLOYMENT CATEGORIES

14.1 Engagement of employees

14.1.1 The Contract of Employment can be on a full-time, part-time or casual basis.

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

14.1.3 The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement and the employee shall carry out such direction and shall comply with their conditions of employment.

14.1.4 (a) Employment of an employee (other than a casual) during the first three (3) months shall be on a probationary basis and may be terminated (unless circumstances justify summary dismissal) with one (1) weeks' notice or pay in lieu of notice in accordance with the National Employment Standards. Thereafter, employment shall be by the week and terminated in accordance with Clause 23. Probationary employment forms part of an employee's period of continuous service.

(b) All employees shall record their daily times of beginning and ending work. Such means of recording shall be provided and maintained by the Company. Employees found deliberately falsifying their start and finish times, will be guilty of misconduct and subject to instant dismissal.

14.2 Full-time Employment

A full-time employment means a person who is engaged by the week to work on an ongoing full-time basis for an average of thirty-eight (38) ordinary hours per week over a maximum of five (5) days per week.

14.3 Part-time Employment

14.3.1 A part-time employee is a person who is engaged on an ongoing basis who:

- (i) works less hours than full time hours of 38 per week;
- (ii) has reasonably predictable hours of work; and
- (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees.

14.3.2 At the time of engagement, the Company and employee will agree in writing, on a regular pattern of work, specifying which days the employee will work along with the hours to be worked and the starting and finishing times each shift. Any variation to those hours and/or work pattern must be mutually agreed and recorded in writing.

14.3.3 A part-time employee will have a minimum engagement of no less than four (4) hours per day with a minimum of 20 hours per week.

Part-time employees will get priority to work over casuals and agency workers.

14.3.4 If a part-time employee agrees to work additional hours in addition to those agreed (or rostered) as per clause 14.3.1, those additional hours will be paid at the same rate as paid to full-time employees of the same classification. No penalty payments are made unless and



until the hours worked by the part-time employee fall outside the ordinary full-time hours applicable to full-time employees. All time worked falling outside of the daily ordinary hours equivalent to a full-time employee or in excess of the hours mutually arranged on engagement or at a later date shall be paid at the appropriate overtime rates. A part-time employee shall be paid for each hour worked in ordinary time an hourly rate equal to one-thirty-eighth of the weekly rate appropriate to the classification under which the employee is employed.

14.3.5 An employee will accrue annual leave and personal leave, according to the ordinary hours worked each week, which will include those additional hours up to 38 hours per week specified in Clause 14.3.4.

14.3.6 Payment in respect of any period of Personal Leave, Public Holidays or Compassionate Leave, as provided for in this Agreement, shall be made according to the number of hours the employee would have worked on the day or days on which leave was taken so as not to reduce the employee's wage below the level which the employee would have received had he or she not been absent from work.

14.4 Casual Employment

14.4.1 A casual employee is a person who is engaged by the hour and who is paid an additional loading of 25% of the ordinary hourly rate in lieu of entitlements for Annual Leave, Personal Leave, Public Holidays and other paid leave excluding Long Service Leave. A minimum engagement period of four (4) hours per day will apply.

14.4.2 The casual loading shall only apply to ordinary hours worked. Casual loading does not apply to overtime, allowances or penalty rates.

14.4.3 It is the Company's preference for employees engaged on a regular and systematic basis to be engaged as full-time employees. Therefore, casual employees who have been engaged on a regular and systematic basis for a period of six (6) months will be reviewed for full-time employment. The Company will make genuine consideration to provide such employment based on the on-going operational needs of the business.

14.4.4 Casual employees who are absent from work for personal leave reasons must notify the Company prior to the commencement of their shift or as soon as practicable. The Company's preference is that for such absences evidence is provided as per Clause 27.7.

14.4.5 In order to enhance job security, it is an objective of this agreement to maximise the use of permanent employment with the Company.

14.4.6 Caring responsibilities:

(a) Subject to the evidentiary and notice requirements in the Personal Leave Clause, casual employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency or the birth of a child; or upon the death in Australia of an immediate family or household member.

(b) The Company and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion. A casual employee is not entitled to any payment for the period of non-attendance.

(c) The Company must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Company to engage or not to engage a casual employee are otherwise not affected.



14.5 Piece Work Arrangements

Any agreements, including production agreements, which may include but not limited to payment by results or piece work arrangements, entered into and signed by the Company, the Union and Consultative Committee shall be binding on the parties provided that no agreement shall have any effect to the extent that it operates to reduce any term or condition of employment covered by this agreement, and provided further that such agreements shall not contain matters which are prohibited by the Act from being contained in an Enterprise Agreement.

15. CLASSIFICATIONS

15.1 Production Classifications

15.1.1 Process Worker Level 1 (PW 1)

Under the terms of this Agreement, no employee shall remain (or be engaged) in this classification where they have had more than three months (equivalent to full-time hours) experience in the Industry. This employee shall, during the three months, undertake training for any task. This may involve training in more than one specific area.

Training means the instruction given to an employee not already skilled in a specific task in the industry.

Skills and duties may include:

- Undertakes structured induction training
- Works under direct supervision, either individually or in a team environment.
- Undertakes training in Company quality systems.
- Exercises minimum discretion
- Undertakes training for any task. This may involve training in more than one specific area.

15.1.2 Process Worker Level 2 (PW 2)

Re-hang other than Spin Chill / Offal Recovery / Marinate / Fresh Wholebird / EBag / Re-work / Tub Room / KFC, Debone Room Packers / Dry Goods / Box Preparation / Gardening / Laundry / Coolroom (Chiller)

Skills and Duties may include:

- Responsible for the quality of their own work
- All employees whose principal duties include all work after the Evisceration section up to entry into a cold storage area.
- Undertakes duties in a safe and responsible manner
- Will be required to have a working knowledge of Company and quality systems
- Exercises minimal judgement
- Works in a team environment.
- Laundering of PPE such as safety vests and cotton gloves.
- Issuing uniforms.
- General gardening and cleaning around workplace areas.
- Manually making boxes
- Check label dates
- Tucking and tying birds
- Preparing marinades
- Marinating product
- Operating marination machinery



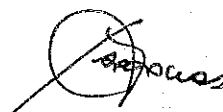
- Assessing product quality and downgrading if required.
- Being responsible for the making of boxes using automatic machine ensuring safe usage. This function also includes removing packs of flat unconstructed boxes from pallets and taking them into the box making area. Also packing of finished boxes on to pallets for forklift drivers to take out of production area.
- Checking tub labels
- Removing old tub labels
- Manually packing product onto trays, into boxes, onto a pallet, onto a pallet rack, onto conveyor.
- Operating packing machines including clippers.
- Manually loading and unloading product and consumables
- Weighing bagged / packed product.
- Transferring waste material
- Crate washing
- Receiving incoming goods and/or packaged products from the Plant and/or sorting and stacking products inside a Freezer or Chiller room.
- Moving product between work areas as directed and/or distributing ice throughout the Plant where required.
- Ensure the Company grounds are kept neat and tidy.
- General gardening tasks.
- Re Hanging of birds in preparation for further processing.

15.1.3 Process Worker Level 3 (PW 3)

Live Bird / Evisceration / Label Operation / Label Room / Spin Chill Re Hang and Grading / Cleaning

Skills and Duties may include:

- Responsible for the quality of their own work within this level
- Will be required to have working knowledge of the Company quality systems
- Works in a team environment.
- Hanging live birds
- FHF line worker
- Use of mobile machinery such as electric pallet jack and forklift (other than Live Bird area) related to the production area.
- General cleaning duties in the Live Bird area
- Cleaning the amenities, canteen and general processing areas
- General duties in the Dry Goods area such as receipt and issuing of goods
- Cleaning duties involving the use of hazardous chemicals – Chemical certified
- Working in feather room
- Spin Chiller - hanging and grading
- All tasks associated with manual evisceration
- Performing mechanical evisceration
- Harvesting edible offal
- Trimming neck skin
- Operating labelling machines as per task instruction
- Operating a manual pallet jack
- Data entry
- Any other task peripheral to the role



15.1.4 Process Worker Level 4 (PW 4)

Filleting Room / QC / FHF Trimming / Live Bird Forklift

Skills and duties may include:

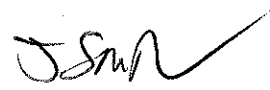
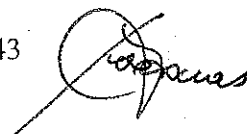
- Responsible for the quality of their own work within this level
- Works in a team environment.
- Operate a forklift in the Live Bird area including loading and unloading of live birds, any prestart checks and any other relevant checks as per task instructions.
- Displaying a high level of knife skills including the use of knife/scissors to trim product
- Halal Slaughterman - certified (Kill Floor)
- De-boning poultry
- QC duties as follows:
 - I-Leader entries
 - Water and Product retentions
 - Temperature checks (room and product)
 - WIBITS
 - Price checking (as in product and specials)/label verification
 - Regular monitoring of PPE and house keeping
 - Regular checks of completed product (trays, labels and boxes)/Product Assessment
 - Cool-room checks (WIP products)
 - Identification of WIP stock
 - Verification of correct labelling ingoing and outgoing
 - Checking of batch codes of raw material mass balance as part of product assessment
 - Performing and recording of all line monitoring checks associated with production such as weights, temperatures, pick-ups, dates, coding, labelling
 - Actioning and reporting on any deviations from targets, critical limits or critical control points.
 - Process Control monitoring
 - Ancillary Hygiene checks
 - performing verification of monitoring activities during production
 - training
 - Testing of measuring equipment such as scales/ thermometers, metal detector etc.
- Any other task peripheral to the role

15.1.5 Process Worker Level 5 (PW 5)

Leading Hands / Planners / Stock Control / Training Coordinator / QA

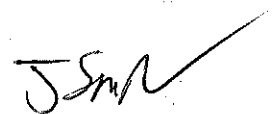

Skills and Duties may include:

- Responsible for the quality of their own work within this level
- Will be required to have working knowledge of the Company quality systems
- Works in a team environment
- Provides a positive example for the team
- Managing labour and liaising with Supervisors/Managers for casual labour required.
- Ensuring that all team members within their sections are adequately trained
- Contributing to the development of a team based learning environment
- Maintaining high safety standards within the team
- Maintaining high standards of food safety welfare within the team.
- Contributing to section planning
- Communication with the team and Supervisor/ Managers on a regular basis.



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- Stock Ordering and Control
- Collect order sheets
- Production control and overseeing of orders and production.
- Forecasting for Sales and special events.
- Planning of Kill and live birds to order correct sized birds from farming to ensure customer orders are met.
- Forecasting yield from kill to raise any concerns of shortages due to insufficient bird numbers or low ALW.
- Ensure all poultry product on site is counted daily to ensure stock rotation is completed and any excess is moved into rework location as needed (stock rotated).
- Putting together and sending all reports to planning
- Environmental monitoring including data entry
- Site familiarise sessions - inductions
- Site re inductions
- Product recording having attained the appropriate industry standard
- Quality Assistant (QA) who has attained appropriate industry qualifications
- Maintenance of improvements and Quality systems
- Conducting internal audits
- Preparation and participation in external audits
- Pending/hold/release functions
- Maintain Training Matrix
- Ensure Contractor Compliance
- Maintain Approved Suppliers Program
- Operating a GP live bird system
- Taking instructions from planning for production needs
- Adjusting all kill line machines
- Use of relevant computer systems for operational purposes
- Daily reporting for stock control
- Follow daily production sheets to ensure orders are covered
- QA Officer duties as follows:
 - Coordinate with the QC team
 - Pre-operative Hygiene checks
 - Verification of cleaning and pest control
 - Maintenance and improvements of Quality System
 - Conducting internal audits
 - Preparation and participation in external audits
 - Pending / hold functions
 - Performing verification of monitoring activities during production
 - Verification of completed daily paperwork
 - Prepare all samples for lab testing
 - Analysis of lab results
 - Data entry, filing and reporting activities
 - Conducting end of shelf life product evaluations
 - Post clean swabbing, environmental swabbing
 - Perform cook ups and sensory evaluations when required
 - Collecting product samples
 - Product evaluation including fresh and frozen product
 - WIBITs
 - Product Assessment
 - Label Verification
 - Verifying customer returned products
 - Verifying despatch and export forms
 - Training
 - GMP Monitoring



- Process control Monitoring
- Downloading data loggers when required
- Calibration of testing/measuring equipment: scales, oxybaby and thermometers
- New production implementation
- Check all pre-starts and GMP
- Black Bag Audits
- Export stamp reconciliation
- Any other task peripheral to the role

15.1.6 Process Worker Level 6 (PW 6)

Supervisor / Labour Coordinator / QA Coordinator

A Process Employee Level 6 is appointed by the Company to undertake the following duties:

- Levels 2 to 5 above (if required)
- Managing the labour and liaising with the Production Manager for casual labour required;
- Managing all workers ensuring the required work standards are met including being involved in the counselling and disciplinary process.
- Ensuring that all team members, within their section, are adequately trained;
- Maintaining high standards of food safety welfare within the team and ensuring all members have appropriate food safety welfare training;
- Contributing to section planning;
- Communicating with team and Manager on a regular basis;
- Organising on site materials and stock for production purposes;
- Regularly audit the work area to identify issues and organise corrective action;
- Achieve agreed production targets and KPI's as advised by the Production Manager
- Any other task peripheral to the role

A Supervisor must be deemed by the Company as competent to perform such a role.

A Process Employee Level 5 requested by the Company to perform the role of Process Worker Level 6 (Supervisor) in the absence of the Supervisor (such as leave periods) will be paid the Supervisor Allowance at Clause 16.2 in addition to the Level 6 rate of pay.

Neither this clause nor this Agreement shall apply to salary paid Supervisors.

- QA Coordinator duties include the following:
 - Review and respond to customer complaints, investigations and issuance
 - Internal company CAR responses
 - Internal audits
 - Coordinating shift requirements
 - Involvement in external audits
 - Training and annual review/sign off of task instructions
 - Liaising with production, product development team, other sites and external contractors
 - Monitoring KPI's
 - Activities as per site compliance schedule
 - Assist with evaluation/performance of new staff
 - AA/AI export reconciliation
 - Review of I-leader records
 - Toolbox meeting minutes
 - TBM approvals
 - Data Analysis
 - Generating reports
 - Filing
 - Requests for Purchase Orders for QC equipment

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- Assist QAM
- Approved Suppliers
- Updating of master lists and specifications
- Any other task peripheral to the role

- Supervisor / Labour Coordinator duties include the following:
 - Supervisor duties noted above as required
 - Replace staff as required by emailing agencies for applicants who have progressed through the interview process
 - Update section sheets and advise payroll of staff section changes
 - Attend agency interviews to source suitable applicants
 - Update site training coordinator of any staff changes within sections to ensure training is up to date
 - Liaise with other Supervisors/Leading Hands to ensure there is no excess labour
- Any other task peripheral to the role

15.2 Distribution Classifications:

15.2.1 **Process Worker Level 1 (DW 1) – Probation Employee**

Under the terms of this Agreement, no employee shall remain (or be engaged) in this classification where they have had more than three months (equivalent to full-time hours) experience in the Industry. This employee shall, during the three months, undertake training for any task. This may involve training in more than one specific area.

Training means the instruction given to an employee not already skilled in a specific task in the industry.

15.2.2 **Process Worker Level 2 (DW 2) - Picker / Loader / Unloader of Trucks / Pallet Breaker / Stock take**

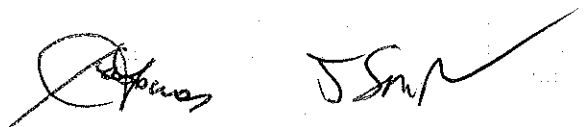
Skills and Duties may include:

- unloading a truck and checking received product as per Company procedure
- Loading/unloading of blast freezer
- Using manual and electric pallet jacks as per task instruction including housing electric pallet jacks correctly while not in use and pre-operational checks of electric pallet jacks
- ensure all products are picked as per 'picking slip' specifications in accordance with Company procedure, Example, correct use by dates
- picking, scanning and loading product to truck
- hand wrapping pallets
- separate mixed pallets of products onto to individual pallets (per product) to be stored
- general cleaning of distribution work area
- temperature checks of product in accordance with Company guidelines
- immediately reporting any damaged or 'out of spec' product to Leading Hand
- carry out daily stock takes as required
- use of a scanning gun
- Any other task peripheral to the role

15.2.3 **Process Worker Level 3 (DW 3) - Forklift Driver**

Skills and Duties may include:

- pre-operational checks of forklifts
- forklift driving duties
- housing forklifts correctly while not in use
- rotation of stock in chillers
- placing product in chiller at accessible levels for Picker/Loader



- loading and unloading trucks
- Any other task peripheral to the role

15.2.4 Process Worker Level 4 (DW 4) – Leading Hand / Pallet Controller

Skills and Duties may include:

- Final check of 'picking slip' against invoice and transfers
- amend order where necessary and correct relevant documentation
- processing driver documents such as invoices, driver run sheets, chep dockets, banking deposit sheet, ensuring driver has all correct documentation prior to leaving yard for deliveries
- verify incoming product such as temperature check, use by date, pallet docket and invoice
- report incoming products to production manager for verification
- lead a team of employees
- providing a positive example for the team
- establishing and managing effective working relationships
- managing the labour and liaising with the Supervisor/Manager for casual labour required
- ensuring that all team members, within their section, are adequately trained
- contributing to the development of a team based learning environment
- receiving instructions and allocating work to the team
- maintaining high safety standards within the team
- equipment monitoring during distribution operation
- communicating with team and department managers on a regular basis
- monitoring facilities & equipment such as coolroom, freezer, loading dock, forklifts, electric pallet jacks, scanners etc. and reporting immediately to management any faults or damages
- Any other task peripheral to the role

Pallet Controller:

- Reconcile and maintain records and stock pertaining to Chep Pallets
- Any other task peripheral to the role

15.2.5 Process Worker Level 5 (DW 5) - Distribution Supervisor

- Perform all duties at level 4 above
- Carryout daily physical stock take & submit the reports as per the Company guidelines
- Key in transfers & invoices as per the Company requirement
- Workout stock required & follow up with the related department
- Amend order where necessary and correct relevant documentation
- Prepare and distribute MTC (Meat Transfer Certificate)
- Processing & maintaining records of the required asset/equipment documentations
- Verify, Process & monitor all incoming products for temperature check, use by date, pallet docket and invoice/transfer advise & keep the relevant records as per the requirement
- Managing the labour and liaising with the Manager for casual labour required
- Keeping & maintaining the distribution related records for the audit purposes
- Organising Drivers Run
- Organising & invoicing export stock including container load outs & processing/obtaining relevant paperwork
- Booking Transport and maintaining the storage, release, rotation & utilisation of the Chiller & freezer products stored in any designated locations
- Daily notifications/emails to the internal & external customers as per the requirement
- Keeping & managing all the inventory required for the operational & office purpose
- Managing Truck weight variances & Reports
- MTC reconciliation & Reconciliation of AA/AI stamps
- Performing stock control duties as per task instructions

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- Contacting internal & external customers and Sales Team in regards to the clearance of the excess or allocated stock as instructed by Distribution manager
- Efficient Planning & Ordering of the Value Added stock not produced locally & keeping the relevant records as per the company procedure
- Working with the pallet controller to provide information relevant to the asset & weekend stock count & submission of all types of equipment
- Carry out weekly stock take and submit to management with relevant documents
- Keeping, Maintaining & Submitting the reports including leader related to the distribution operation as per the company procedure
- Adhering to Company MOS procedures including reporting
- Ensure all procedures relating to WHS matters including truck checks/COR (COR – chain of responsibility) are carried out to Company expectations as per policy and procedure
- Any other task peripheral to the role ensuring all the functions related to the operation of a distribution centre are carried out efficiently in accordance with the Company policies & procedures, as instructed by the Distribution manager
- Any other task peripheral to the role

Neither this clause nor this Agreement shall apply to a salary paid Supervisor

16. WAGES

16.1 Hourly Rate of Pay for Full-time and Part-time Employees

Wage Classification	Current Hourly Rate	Increase Monday 30/11/2020	Increase Monday 18/10/2021	Increase Monday 17/10/2022	Increase Monday 16/10/2023
<u>Production Worker</u>	\$	2%	2%	1.75%	1.75%
Level PW 1	23.22	23.69	24.16	24.58	25.01
Level PW 2	24.39	24.88	25.38	25.82	26.28
Level PW 3	24.76	25.26	25.76	26.21	26.67
Level PW 4	25.13	25.64	26.15	26.61	27.07
Level PW 5	26.65	27.19	27.73	28.22	28.71
Level PW 6	27.46	28.00	28.57	29.07	29.58
<u>Distribution Worker</u>					
Level DW 1	23.22	23.69	24.16	24.58	25.01
Level DW 2	24.76	25.26	25.76	26.21	26.67
Level DW 3	25.95	26.47	27.00	27.47	27.96
Level DW 4	26.65	27.19	27.73	28.22	28.71
Level DW 5	27.46	28.00	28.57	29.07	29.58

A casual employee is paid an additional loading of 25% of the ordinary hourly rate for permanent employees in lieu of entitlements for Annual Leave, Personal Leave, Public Holidays and other paid leave excluding Long Service Leave as per clause 14.4. Casual loading is paid on ordinary hours worked.




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16.2 Allowances

Allowances	Current Hourly Rate \$	Increase Monday 30/11/2020 2%	Increase Monday 18/10/2021 2%	Increase Monday 17/10/2022 1.75%	Increase Monday 16/10/2023 1.75%
First Aid (per week)	17.90	18.26	18.63	18.95	19.28
Meal Allowance (per occasion)	15.96	16.28	16.61	16.90	17.19
WHS / HSR Committee Member (per week)	14.00	20.00	20.40	20.76	21.12
Fire Warden (per week)	10.77	10.99	11.21	11.40	11.60
Location Allowance (Dirt Money) (per hour)	1.16	1.19	1.21	1.23	1.25
Hanging Allowance (Live Birds) (per hour)	0.54	0.55	0.56	0.57	0.58
Hanging Allowance (Spin Chill) (per hour)	0.275	0.34	0.35	0.36	0.36
Laundry Allowance (per day)	3.80	3.88	3.96	4.03	4.10
Boiler Attendant Allowance (per day)	5.06	5.16	5.27	5.36	5.45
Forklift Allowance – (other than Live bird area). Forklift allowance for Distribution Employees is included in their rate of pay) (per day)	5.06	5.16	5.27	5.36	5.45
Forklift Allowance – (Live bird area). Forklift allowance for Distribution Employees is included in their rate of pay) (per day)	N/A	7.50	7.65	7.79	7.92
Temperature Allowance (per hour) Coolroom less than 4 degrees Freezer: -18 degrees -20 degrees	0.275 1.14 1.71	0.28 1.16 1.75	0.29 1.19 1.78	0.29 1.21 1.81	0.30 1.23 1.84
Section Trainer Allowance (per week)	N/A	30.00	30.60	31.14	31.68
Leading Hand Allowance (per week)	64.25	65.54	66.85	68.02	69.21

Thomas *JSM*

Supervisor Allowance (per week)	128.47	131.04	133.66	136.00	138.38
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16.3 Attendance Bonus System:

An attendance bonus system will incorporate the following:

The attendance bonus of \$40.00 per week shall be paid providing the following occurs for the entire week (weekly pay period):

- An employee is not late commencing work;
- An employee apart from rostered days off or public holidays loses no time;
- An employee becomes ineligible for the attendance bonus for the single week in which a personal leave day or multiple personal leave days are taken.
- Attendance bonus is paid during periods of approved annual leave whereby an employee has taken the leave but not paid for any other types of leave.

Additionally;

- A casual employee will not be penalised or lose their attendance bonus if they are not required for the full day; and
- A casual employee's attendance bonus will be paid pro rata for the days worked.

16.4 Payment of wages

Employees' wages will be paid weekly by means of EFT (Electronic Funds Transfer) to the employees' nominated financial institution. Each employee shall be supplied with a payslip showing details of their weekly wage.

16.5 Mixed Functions

An employee engaged on duties carrying a higher rate than their ordinary classification shall be paid as follows:

- 16.5.1** If so engaged for more than 60% of all hours worked in any week, the higher rate for the whole week;
- 16.5.2** If so engaged for not more than 60% in any week but more than two (2) hours on any day, the higher rate for the whole day;
- 16.5.3** Where employees are undertaking duties in a higher classification level as part of the structured training program this clause shall not apply; or
- 16.5.4** If an employee is required to perform tasks at a lower classification level for a temporary period (not ongoing) they shall remain at their current ordinary classification.

17. ALLOWANCE DEFINITIONS

17.1 First Aid Allowance

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from St John Ambulance, or a similar body, shall be paid the allowance set out in Clause 16.2 per week, if appointed by the Company to perform first aid duties.

17.2 Meal Allowance

An employee who qualifies for an additional meal break in Clause 21.5 is entitled to a meal allowance set out in Clause 16.2.

17.3 WH&S & HSR Committee Member Allowance

An employee nominated and becomes a Health and Safety Representative or Representative of the WH&S Committee is entitled to an allowance as set out in Clause 16.2 and must:

- complete weekly safety walks;
- have a proven record of safe work and the ability to actively promote safe working practices on the job;
- attend and participate in all safety meetings;
- carry out all reasonable safety tasks provided to them; and
- participate in implementation of work instructions and assessments for the implementation of new machinery.

17.4 Fire Warden

An employee who has successfully completed a Fire Warden Course and is appointed to carry out the appropriate duties shall be paid a weekly allowance as per Clause 16.2 above. The position will be reviewed annually when the appointment may be transferred to a different employee.

17.5 Location Allowance

Employees engaged in the Live Bird areas listed below, will be paid an allowance per hour whilst so employed for a minimum allowance payment of four (4) hours.

This allowance will apply to employees performing the following job functions:

- internal movement of live birds in the unloading dock area;
- handling of live birds in the unloading dock area;
- hangers of live poultry, and secondary or back-up kill

17.6 Hanging Allowance (Live Bird)

Employees hanging live birds will be paid a hanging allowance as set out in Clause 16.2.

17.7 Hanging Allowance (Spin Chill)

Employees hanging poultry in the Spin Chill area shall be paid a hanging allowance as set out in Clause 16.2.

17.8 Laundry Allowance

An employee required to launder the protective clothing provided by the Company that is worn during the course of their work and who keeps the clothing in a clean and hygienic condition will be paid an allowance as set out in Clause 16.2.

17.9 Temperature Allowance

An hourly temperature allowance will be paid the rate as set out in Clause 16.2 for each hour an employee is working in an artificially reduced temperature measured in Celsius.

17.10 Boiler Attendant Allowance

An employee required to perform the duties of Boiler Attendant shall be paid an allowance as set out in Clause 16.2.

17.11 Forklift Allowance (other than Live bird area)

An employee required to operate a fork lift (other than in the Livebird area) and who for that purpose holds the appropriate certificate of competency shall be paid an allowance as set out in Clause 16.2.

17.11.1 Forklift Allowance – (Live Bird area)

An employee required to operate a fork lift in the Live Bird area and who for that purpose holds the appropriate certificate of competency shall be paid an allowance as set out in Clause 16.2.

17.12 Section Trainer Allowance

An employee other than a Leading Hand or Supervisor required to perform the duties of a section trainer shall be paid a weekly allowance as set out in Clause 16.2 above in addition to their normal classification level rate of pay.

Criteria of a Section Trainer include:

- The ability to deliver training clearly and confidently
- Must have strong communication skills with clarification, precision and influence.
- Solid reading and writing skills, with an understanding of all relevant Company policies and procedures.
- Must have completed a training course such as Train the Trainer.
- Ability to organise tasks
- Knowledge of all work tasks in their area to enable them to train others effectively.
- Ability to identifying training needs and gaps where training needs are required.
- High level of safety awareness within the Organisation with the ability to keep up to date on policies and procedures.
- Ability to motivate and get the best out of people.

17.13 Leading Hand Allowance

An employee required to perform the duties of a Leading Hand set out in Clause 15.1.5 or 15.2.4 shall be paid a Leading Hand allowance per week or pro-rata based on number of days performing such duties. The allowance is in addition to the rate of pay applicable to the Classification Level.

17.14 Supervisor Allowance

An employee appointed by the Company to perform the duties of a Supervisor set out in Clause 15.1.6 or 15.2.5 shall be paid the Supervisor Allowance per week or pro-rata based on number of days performing such duties. The allowance is in addition to the rate of pay applicable to the Classification Level.

18. SUPERANNUATION

18.1 The Company shall make, on behalf of each employee, contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 as consolidated, amended or replaced (currently 9.5%) based on Ordinary Time Earnings to one of the following funds nominated by the employees:

- AustralianSuper;
- Meat Industry Employee Superannuation Fund (MIESF)
- AMIST

18.1.1 Employees may choose a Superannuation Fund other than those listed above if they prefer to do so. Where the employee does not nominate a choice of fund, contributions will be paid into the AustralianSuper Fund.

18.1.2 In this clause the term "Ordinary Time Earnings" shall include the classification rate, shift work premiums, service grants and any penalties where such penalties are part of the employee's normal earnings, excluding overtime, travel or meals.

18.2 Employee Contributions

Employees who may wish to make contributions to the Fund additional to those being paid by the Company shall be entitled to authorise the Company to pay into the Fund from the employee's wages amounts specified by the employee as voluntary superannuation contributions.

19. **HOURS OF WORK**

19.1 Full-time Employees

Full-time employees will work an average of thirty-eight (38) ordinary hours per week.

19.2 Ordinary Hours

19.2.1 The ordinary hours of work shall be an average of 38 hours per week, up to 152 hours within a work cycle not exceeding 28 consecutive days.

19.2.2 Different patterns of work may apply to various groups or sections of employees in the Plant.

19.2.3 Ordinary hours are to be worked on no more than five (5) days per week, Monday to Saturday inclusive. Ordinary hours can also be worked on Sunday (please refer to Clause 19.7.2 below) between the hours of 4.00am and 5.00pm.

19.3 The Company will issue a roster for all employees, specifying the start and finish times of ordinary hours for the respective sections of the Plant.

19.4 Variation of starting and finishing times may be required to meet the needs of the business. In some cases changes are required for operational reasons such as breakdown of machinery, hot weather affecting transport and processing of birds, failure or shortage of utility services (i.e. power, water, etc.) or other stoppage of work by any cause for which the Company cannot be reasonably held responsible.

19.4.1 Whenever possible, employees shall be given forty-eight (48) hours' notice of such change however this may not be possible due to unforeseen circumstances such as those noted above. In such circumstances the Company will provide as much notice as possible. This Clause is to be read in conjunction with Clause 23.3.

19.5 All time worked outside the ordinary hours of work (except shift work and in the case of part time employees as provided in this Agreement) shall be paid at the appropriate overtime rate.

19.6 If on any particular day during the week a breakdown occurs, the Employer, by mutual agreement with the employees, may continue working to resolve the issue, and take the equivalent time off the following day.

19.7 Weekend Work

19.7.1 **Saturday** - The rate for ordinary hours worked on Saturday will be at the ordinary hourly rate of pay. The rostering of ordinary hours of work on Saturday will be on a rotational basis unless otherwise agreed between the relevant employee and the Company.

The rate for overtime hours worked on Saturday will be time and one half for the first (2) two hours and double time thereafter with a minimum payment of 4 hours.

19.7.2 **Sunday** - The additional penalty loading for all ordinary hours worked on Sunday shall be 75% of the ordinary time rate of pay i.e. all ordinary hours worked on Sunday shall be paid at ordinary rate of pay plus 75% loading.

The rate for overtime on Sunday will be double time for all hours worked with a minimum payment of 4 hours.



19.8 Rostered Days Off

- 19.8.1** The parties agree that a schedule of Rostered Days Off will be notified as part of the roster. The intent of the above clause is to place an emphasis on taking RDO's but banking of RDOs may be required. The banking of RDOs must not exceed five (5) days.
- 19.8.2** The Company may substitute the day an employee is to take an RDO for another day in the case of a breakdown in machinery or to meet the requirements of the business in the event of absenteeism or some other emergency situation.
- 19.4.3** Any substituted day that cannot be allocated before the next RDO becomes due or a day mutually agreed to by the Company and the employee concerned, will be banked.
- 19.8.4** At the request of the employee, accrued RDO entitlements may be cashed out.
- 19.8.5** Where an RDO allocated is not suitable for the employee, another day may be substituted by negotiation with the Company. A minimum of two (2) days notice will be required.

20. MEAL BREAKS & REST PERIODS

20.1 Breaks will be given as follows:

Hours worked	Rest break	Meal break
Work less than 4 hours	No rest break	No meal break
Work 4 hours or more but less than 5 hours	One 15 minute rest break	No meal break
Work 5 hours or more but less than 7 hours	One 15 minute rest break	One x 30 minute meal break
Work 7 hours or more up to 8.5 hours	Two 15 minute rest breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One x 30 minute meal break
Work 9.0 hours or more up to 10.5 hours	2 x 20 minute rest breaks with one taken in the first half of the work hours and the second taken in the second half of the work hours.	One x 30 minute meal break

- 20.2** The Company may stagger the time for taking meal or rest breaks to meet operational requirements and to ensure continuity of work, however an employee shall not be compelled to work more than five (5) hours without a meal break.
- 20.3** The duration of breaks shall be from the time the employee ceases work until the time they recommence work.
- 20.4** Rest Breaks are paid breaks and Meal Breaks are unpaid breaks.
- 20.5** Nightshift Distribution – 2 x 20 minute Breaks (rest and meal combined). No other rest or meal break shall apply for shifts of 7.6 or 8.0 hours.

20.6 Additional rest periods for certain categories of workers

20.6.1 Certain categories of workers may be entitled to additional rest breaks. The relevant Supervisor/Leading Hand is authorised to use his or her discretion in determining if and how many additional breaks are necessary to ensure the safety and wellbeing of every person performing these duties.

The eligible categories include:

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

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

20.6.3 No person is permitted to take an additional break without direct authorisation from the relevant Supervisor/Leading Hand.

21. **OVERTIME**

21.1 All time worked outside the ordinary working hours on any one (1) day shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, except Sundays where all overtime worked will be paid at double time.

21.2. In computing overtime, each day shall stand-alone but when an employee works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work.

21.3 By agreement between the Company and the employee, overtime worked may be taken as time off in lieu of payment. Overtime taken as time off during ordinary time hours shall be taken at the ordinary hourly rate i.e. an hour for each overtime hour worked.

21.3.1 On termination of employment, an employee who has not taken time off in lieu, shall be paid for the overtime at the overtime rate applicable when worked.

21.4 Reasonable Overtime

21.4.1 Subject to Clause 21.4.3(ii) below, the Company may require an employee to work reasonable overtime at overtime rates.

21.4.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable,

21.4.3 For the purposes of Clause 21.4.2 what is unreasonable or otherwise will be determined having regard to;

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family and carer responsibilities;
- (iii) the needs of the workplace or enterprise;
- (iv) the notice (if any) given by the Company of the overtime and by the employee of his or her intent to refuse it; and
- (v) any other relevant matter.

21.4 Ten Hour Break

21.4.1 Employees shall be entitled to not less than ten (10) consecutive hours off duty between the completion of overtime and commencement of work on the subsequent day.

21.4.2 Where the Company requires an employee to resume work without a break of ten (10) consecutive hours, the employee shall be paid at the rate of double time until such time as ten (10) consecutive hours off duty is completed.

21.4.3 Where due to an urgent requirement to change an employee's shift to cover unexpected leave, the 10 hour break provided for in this subclause may be reduced to a period no less than 8 hours by mutual agreement between the Company and effected employee(s).

21.5 Rest Break on Overtime

21.5.1 Where overtime will exceed one and a half hours after an employee's normal finishing time, the employee will be entitled to a 20 minute break prior to commencing overtime, or at a time agreed with the Company. The break will be paid for at the rate of time and a half.

22. SHIFT WORK

22.1 Shift rosters will specify commencing and finishing times of ordinary work hours for all shifts wherever possible.

22.2 Variation of starting and finishing times within a shift (i.e. early morning shift, afternoon shift or night shift) may be required to suit the needs of the Company. Employees shall be given seven (7) days notice of such change unless agreed otherwise between the Company and employee(s) concerned.

22.3 Rostered shifts may be set by the Company in accordance with this clause and may be varied by giving one weeks' notice to the affected employee(s) other than in cases of emergency where the notice period will be by mutual agreement. Employees that can show genuine reasons for not being able to accommodate change with one weeks' notice will be afforded up to two weeks' notice.

22.4 Shift work may be (but is not limited to) fixed or rotating.

22.5 Early Morning Shift is a shift that commences at or after Midnight and before 4.00am. An employee working an Early Morning shift will receive the following penalty:

- (a) Employees working in the Live-bird area up to and including the Spin Chill area: 20%
- (b) All other employees: 15%

22.6 Afternoon shift is a shift that finishes after 5pm and at or before midnight. An employee working an Afternoon shift will receive a 15% penalty.

22.7 Night shift is a shift that commences before midnight and finishes after midnight. An employee working a Night shift will receive a 30% penalty.

22.8 Shift work on Sunday shall be paid at the rates prescribed at clause 19.7.2, in substitution for the loadings specified in this clause. Ordinary shifts commencing on Sunday night, finishing after midnight and at or before 2.00am the following day (Monday) shall be paid the Sunday Loading as per Clause 19.7.2 for the entire shift, in substitution for the loadings specified in this clause.

22.9 Where an ordinary shift commences between 10.00pm and midnight on a Sunday or Public Holiday the time so worked before midnight shall not entitle the employee to the Sunday or Public Holiday rate. The time worked by an employee on a shift commencing before midnight on the day before a Sunday or Public Holiday and extending into a Sunday or Public holiday shall be regarded as time worked on such Sunday or Public Holiday.

22.10 Employees shall not be entitled to public holiday loading for hours worked on a public holiday if they have already received payment for a full shift for that public holiday. Example: an employee works on Easter Monday from midnight to 8.30am and then returns to work for their next shift on the same day at 7.00pm, they shall be paid 8 hours public holiday loading for their first shift and ordinary rate of pay plus shift penalty for the second shift, i.e. public holiday loading does not apply to the second shift commencing at 7.00pm.

22.11 Overtime penalties for shift-workers are in accordance with clause 21.

22.12 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

22.12.1 Employees in the following circumstances may make a request for a change in working arrangements under section 65 of the Act if they have worked for the Company for at least 12 months:

- (a) The employee is a parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) The employee is a carer (within the meaning of the *(Carer Recognition Act 2010)*);
- (c) The employee has a disability;
- (d) The employee is 55 or older;
- (e) The employee is experiencing violence from a member of the employee's family;
- (f) The employee provides care or support to a member of the employee's immediate family,
or a member of the employee's household, who requires care and support because the member is experiencing violence from the member's family.

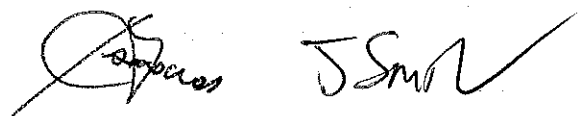
22.12.2 Responding to the Request

- (a) Before responding to a request made under s.65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to: the needs of the employee arising from their circumstances; the consequences for the employee if changes in working arrangements are not made; and any reasonable business grounds for refusing the request.
- (b) The employer will provide the employee with a written response within 21 days of receiving the request, stating whether the request is granted or refused, consistent with the NES. If the employer refuses the request, the written response must include details of the reasons for the refusal, including the business grounds for the refusal and how the grounds apply to the decision.
- (c) If the employer and employee could not agree on a change in working arrangements, the written response must state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- (d) Disputes about whether the employer has discussed the request with the employee and responded to the request consistent with the NES, may be dealt with under the Dispute Resolution provision of the enterprise agreement.

22.12.3 Reasonable Business Grounds

Under the NES the Employer may only refuse such requests on reasonable business grounds including, but are not limited to:

- (a) The arrangement requested by the employee would be too costly for the employer;
- (b) The employer does not have the capacity to change the working arrangements of other employees to accommodate the request;
- (c) It would be impractical to change the working arrangement for other employees or hire new employees, to accommodate the request;



- (d) The arrangement would likely lead to a significant loss in efficiency or productivity;
- (e) The arrangement would likely have a significant negative impact on customer service.

23. TERMINATION OF EMPLOYMENT

23.1 Notice of termination by the Company

In order to terminate the employment of an employee the Company shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

23.1.1 In addition to the notice in Clause 23.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional one week of notice.

23.1.2 Payment in lieu of the notice prescribed in Clause 23.1 and/or Clause 23.1.1 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.

23.1.3 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Company would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours);
- (b) the amounts ordinarily payable to the employee in respect to those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

23.1.4 The period of notice in this clause does not apply:

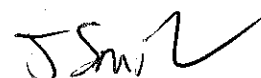
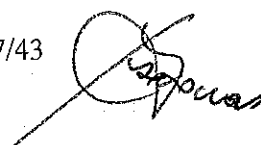
- (a) in the case of dismissal for serious misconduct, including for malingering, inefficiency or neglect of duty;
- (b) to employees engaged for a specific period of time or for a specific task or tasks;
- (c) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (d) to casual employees.

23.2 Notice of termination by employee

23.2.1 The notice of termination required to be given by an employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.

23.3 Standing down of Employees

23.3.1 Notwithstanding anything contained elsewhere in this Agreement, the Company shall have the right to deduct payment for any day or part of a day on which an employee cannot be usefully employed, because of any strike or through any breakdown of machinery or any stoppage of work by any cause for which the Company cannot be reasonably held



responsible. This does not break the continuity of employment of the employee for the purpose of any entitlement. Provisions of the Fair Work Act shall apply.

- 23.3.2 In the event of a failure or shortage of utility services (i.e. power, water, etc.), the Company may deduct wages from the employees if they are not required to remain on site and available for work; subject to the following:
- 23.3.3 Where an employee cannot be provided with work from the rostered starting time, the employee shall be entitled to two (2) hours pay.
- 23.3.4 Where an employee has commenced normal work, the employee shall be provided with four (4) hours work or paid for four (4) hours work.
- 23.3.5 Where an employee is contacted prior to the commencement of their shift and prior to leaving their place of residence the employee will not be entitled to payment.

23.4 Abandonment of Employment

- 23.4.1 An employee absent from duty for more than three (3) days without notifying the Company will be deemed to have abandoned employment on the last day of duty. The Company will take any reasonable steps to be informed of the employee's situation over the next seven (7) days including, where necessary, by attempting to contact the employee via registered mail at the last notified address of the employee. However, if an employee is able to establish to the satisfaction of the Company that a good and cogent reason existed for this then the absence will not be deemed 'abandonment of employment'.
- 23.4.2 Where the employee does not provide a valid reason for the unauthorised absence or does not respond to attempts by the Company to contact them, then the Company will commence action to terminate the employment in accordance with the provisions in the NES.

24. **REDUNDANCY**

- 24.1 Where the Company has made a definite decision to make a full-time or part-time employee redundant (does not include casual employees) and this is not due to the ordinary and customary turnover of labour, the Company shall hold discussions with the employee/s as soon as is practicable, providing relevant information regarding the proposed termination/s.
- 24.2 In addition to the period of notice prescribed for in ordinary termination a full-time or part-time employee whose employment is terminated for reasons of redundancy shall be entitled to the following amount of severance pay in respect of a continuous period of service:

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

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

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



Years of Service - 45 Years of Age and over

Entitlement

Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

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

24.2.1 Alternative Employment

Redundancy payment will not be made where the Company obtains acceptable alternate employment for an employee.

'Weeks pay' for part-time variable hours employee means the average of the ordinary hours worked in the previous twelve (12) months.

24.3 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal such as theft, breach of quarantine, malingering, inefficiency, neglect of duty or misconduct; or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

24.4 Notice to Commonwealth Agency

- 24.4.1** Where a decision has been made to terminate employment for 15 employees or more in the circumstances outlined in 23.1, the Company shall notify the relevant Commonwealth agency thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

24.5 Time Off to Seek Other Employment

An employee who has been made redundant is entitled to take up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

24.6 Transmission of business

- 24.6.1** Where a business is transmitted from one Company to another, as set out in the Redundancy clause of this agreement, the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transferee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

- 24.6.2** The provisions of this clause are not applicable where a business is after the date of this agreement, transmitted from the Company (in this sub-clause called the transmitter) to another Company (in this sub-clause called the transferee), in any of the following circumstances:

- (a) Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee; or

- (b) Where the employee rejects an offer of employment with the transmittee:
- i. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - ii. which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

24.6.3 In this clause:

- (a) business includes all and any part of the Company's business; and
- (b) transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law; and
- (c) transmitted has a corresponding meaning.

25. ANNUAL LEAVE

25.1 Period of Leave

- 25.1.1** Annual leave of 4 weeks each year accrues progressively according to an employee's ordinary hours of work. An employee can request to take a period of leave once accrued, at any time.
- 25.1.2** Employees are required to complete an Application for Leave Form & the granting of such leave will be subject to authorisation by the relevant Supervisor/Manager. The granting of leave shall not be unreasonably refused.
- 25.1.3** For the purpose of the additional week of annual leave provided for in the NES, a shift worker is a seven day shift worker who is regularly rostered to work Sundays and public holidays.

25.2 Payment for Period of Leave

- 25.2.1** All full-time and part-time employees, before going on leave shall be paid his/her base rate of pay for the period of annual leave taken if leave is for 5 days or more. If less than 5 days leave is taken in any one week then the leave will be processed with the normal weekly wages.
- 25.2.2** When an employee takes annual leave they shall be paid at the ordinary rate of pay plus annual leave loading and the following allowances if applicable – Leading Hand allowance, Supervisor allowance, First Aid allowance, WHS Committee allowance, Fire Warden, Forklift Allowance, Attendance Bonus.

25.3 Annual Leave Loading

- 25.3.1** During a period of annual leave an employee shall receive a loading calculated on the appropriate base rate of pay, subject to the following provisions.
- 25.3.2** All employees, other than night shift workers, will receive an annual leave loading of 20% on any period of annual leave. Night shift workers shall be paid an annual leave loading of 30% on any period of annual leave.
- 25.3.3** Annual leave loading is in substitution for and not in addition to any shift penalty applicable to ordinary hours of work. The annual leave loading will be calculated on the applicable base rate of pay, excluding any other loadings, penalty rates or other allowances.
- 25.3.4** Annual leave loading will be paid on all accrued annual leave.



25.4 Annual Leave Exclusion of Public Holidays

25.4.1 Should any of the Public Holidays fall during an employee's annual leave for which it would have been an ordinary working day for that employee, then there shall be added to that leave, an additional day or days for each such holiday.

25.5 Cashing Out of Annual Leave

25.5.1 Where an employee elects, the Company may at its discretion agree to cash out annual leave of up to two (2) weeks of the employee's annual leave entitlement, during each 12 month period (the twelve (12) month period being equivalent to dates relevant to rate increases as per Clause 16) provided that the cashing out would not result in the employee's remaining accrued entitlement to paid annual leave falling below four (4) weeks.

25.5.2 Each election to cash out annual leave must be in writing from the employee, approved by the employee's Supervisor and authorised by the Divisional Manager, taking into account any relevant Workplace Health and Safety considerations.

25.5.3 Annual leave that is cashed out to an employee shall be paid at the ordinary rate of pay plus annual leave loading or applicable shift penalty 'whichever is greater' as per Clause 25.3.

25.6 Excessive Leave

25.6.1 If the Company has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the Company can require the employee to take annual leave by giving no less than eight (8) weeks' notice of the time when such leave is to be taken if at the time the direction is given, the employee has eight (8) weeks or more of annual leave accrued.

26. LONG SERVICE LEAVE

An employee shall be entitled to Long Service Leave with pay, subject to and in accordance with the *Long Service Leave Act 1955* (NSW), as consolidated, amended or replaced.

27. PERSONAL LEAVE (SICK LEAVE & CARER'S LEAVE)

27.1 The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in Clause 14.4 of this Agreement.

27.2 Amount of leave

For each year of service with the Company, an employee is entitled to 10 days (76 hours) of paid personal leave.

27.3 Accrual of leave

An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

27.4 Taking paid Personal Leave

27.4.1 An employee may take paid personal leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.



27.5 Definitions

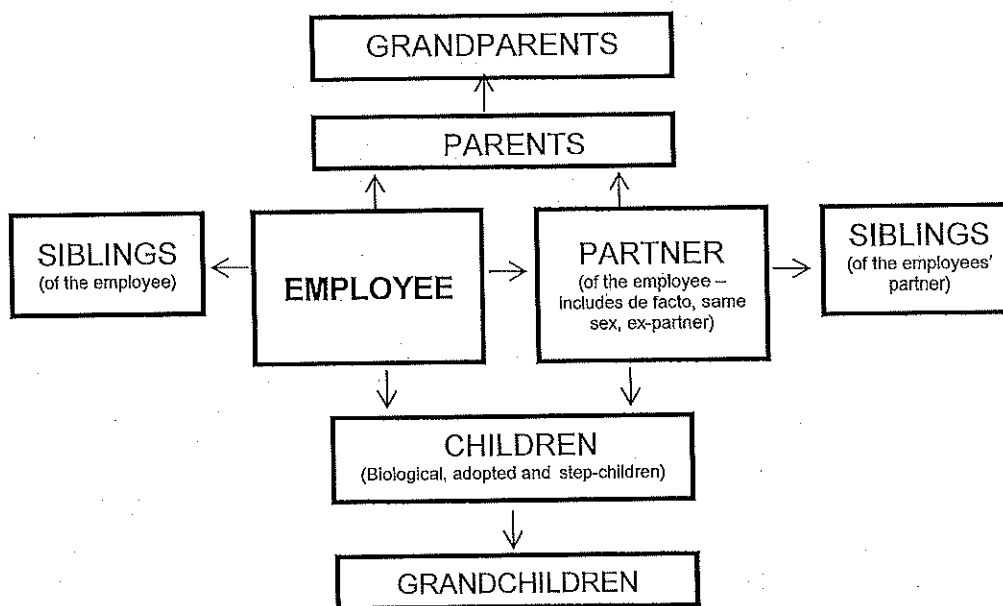
27.5.1 The term Immediate Family is defined as follows:

The *Fair Work Act 2009* (Cth) defines *immediate family* as:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

Note: Aunts, uncles, cousins, partners of an employee's sibling and pets are not included.

These relationships are summarised in the below diagram:



27.5.2 **Household members** are those people who live with the employee at the time that such leave is requested.

27.6 Notice (Employee – Sick leave)

27.6.1 The employee must give to the Company, notice that the employee is (or will be) absent from his or her employment because of a personal illness or injury of the employee. The notice must be given to the Company as soon as reasonably practicable (which may be at a time before or after the personal leave has started).

27.7 Evidence Supporting Claim – (Employee - Sick Leave)

27.7.1 Employees are entitled to have three (3) single days personal leave in each 12 month period without having to provide evidence (the twelve (12) month period being equivalent to dates relevant to rate increases as per Clause 16). If further personal leave days are claimed for absences of one (1) or two (2) consecutive days, the employee shall provide the Company with a statutory declaration or medical certificate as evidence for such absences.

27.7.2 All absences of three (3) consecutive days or more require the provision of a medical certificate as evidence for such absence. A statutory declaration is not acceptable evidence for such absence.

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27.7.3 Employees on performance management for personal leave will be required to provide a medical certificate for each period of personal leave taken for the following six months from the date of the written request to do so.

27.8 Notice (Employee – Carers Leave)

27.8.1 The employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take carer's leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such absence as soon as reasonably practicable.

27.9 Evidence supporting claim – (Employee - Carers Leave)

- (a) When taking leave to care for an immediate family or household member, the employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (b) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the Company, establish by production of documentation acceptable to the Company or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

27.10 Payment for Personal Leave

27.10.1 If an employee takes personal leave, the Company shall pay the employee, for the period of the personal leave, the amount the employee would reasonably have expected to be paid by the Company if the employee had worked during that period.

27.10.2 Any employee who leaves the Company's employment shall not be entitled to payment of personal leave.

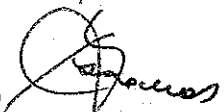
27.10.3 Upon written request from an employee, the Company may agree to the paying out of any untaken excess sick leave once in each twelve (12) month period (the twelve (12) month period being equivalent to dates relevant to rate increases as per Clause 16), on the following basis:

- (a) Excess sick leave shall for the purposes of this Agreement be defined as the amount of untaken sick leave, or accrued sick leave, that exceeds fifteen (15) days as referred to in the Fair Work Act 2009; and
- (b) The employee has not used more than four (4) day's sick leave during the previous twelve (12) month period year;
- (c) The Company will pay 'on the employee's request' accrued sick leave in excess of 15 days. Payment of excess sick leave will not exceed more than ten (10) days in any one (1) year. Such request for payment of excess sick leave must be made in writing by completing an Application for Leave Form.

27.11 Unpaid personal leave

27.11.1 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

27.11.2 The Company and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days of unpaid carer's leave per occasion, provided the employee complies with the notice and evidence requirements of this clause. Unpaid carer's leave can be taken in a single unbroken period or any separate periods agreed between the employee and Company.



28. COMPASSIONATE LEAVE

28.1 Paid Leave Entitlement

An employee is entitled to use two (2) days compassionate leave for each occasion on which a member of the employee's immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

When an employee takes paid compassionate leave, the Company must pay the employee at the employee's base rate of pay for the ordinary time the employee would have worked but for the leave period.

28.2 Evidence Supporting Claim

The employee is only entitled to compassionate leave if the employee gives the Company any evidence that the Company reasonably requires of the illness, injury or death.

28.3 Taking Compassionate Leave

An employee is entitled to take the compassionate leave in a single unbroken period, in separate periods of one (1) day each or any separate periods agreed between the employee and the Company. Where the employee is taking compassionate leave to spend time with a member of the employee's immediate family or household who has contracted or developed a personal illness or sustained a personal injury as outlined in this clause, the employee is entitled to start to take the compassionate leave at any time while the illness or injury persists.

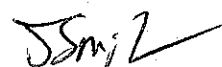
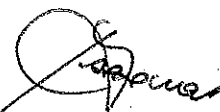
28.4 Unpaid Leave Entitlement

The employee is entitled to take up to two (2) days unpaid compassionate leave per occasion. An employee may take additional unpaid compassionate leave by agreement with the Company.

29. PARENTAL LEAVE

29.1 Full-time and part-time employees, and eligible casual employees, are entitled to take parental leave in accordance with the National Employment Standards (NES) after the completion of twelve (12) months continuous service with the Company. An employee may be entitled to twelve (12) months of unpaid parental leave where the leave is associated with the birth of a child to the employee or the employee's spouse or de facto partner or where the leave is associated with the placement of a child with the employee for adoption. The Company undertakes to manage parental leave in line with the provisions of the NES and to develop policies and procedures to facilitate employees accessing these entitlements.

29.2 After 12 months continuous service, where an employee is entitled to and accepts, paid parental leave of any sort under the Paid Parental Leave Act 2010 (a statutory PPL Entitlement), the Company will administer the statutory payment forwarded by Centrelink to the employee in accordance with the obligations specified in the Paid Parental Leave Act 2010.



30. COMMUNITY SERVICE LEAVE

30.1 An employee who engages in an eligible community service activity (other than jury service) is entitled to unpaid community service leave in accordance with the National Employment Standards.

30.1.1 Eligible community service activity includes a voluntary emergency activity or an activity prescribed in the regulations to the Act.

30.1.2 An employee engages in a voluntary emergency activity if, and only if:

- (a) the employee engages in an activity that involves dealing with an emergency or natural disaster;
- (b) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment for engaging in the activity);
- (c) the employee is a member of, or has a member-like association with, a recognised emergency management body e.g. RFS, Army Reserve etc.; and
- (d) either the employee was requested by or on behalf of the body to engage in the activity, or no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

30.1.3 Notice and evidence requirements

An employee who wants an absence from his or her employment to perform an eligible community service activity must give the Company notice of the absence. The notice must be given to the Company as soon as practicable (which may be a time after the leave has started) and must advise the Company of the expected period of the leave.

Evidence:

An employee must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

30.2 Jury Service Leave

30.2.1 If an employee, other than a casual employee, is required to attend on any day or days at Court in compliance with a Summons to appear as a juror he/she shall for each day of which he/she attends be granted leave by the Company for that day.

30.2.2 Payment for jury service shall be made to all eligible employees in accordance with the Fair Work Act 2009, excluding section 111(5) of the Act i.e. entitlement to jury service shall not be capped at ten (10) days.

- (a) Eligible employees shall be paid an amount equal to the difference between the fee to which they are entitled for attending on such day (excluding reimbursement of travel, accommodation and meal costs) and what they would have been paid for normal rostered hours of work for that day(s) to ensure there is no loss of pay for being on jury service.
- (b) Regardless of whether any payment has been made by the court an employee who presents for jury selection and does not receive payment, (unless otherwise eligible) shall be paid for their absence from work on jury service.

30.2.3 The employee must notify the Company as soon as practicable that he/she received such a summons. A copy of the summons must be attached to a completed application for leave form.

31. FAMILY AND DOMESTIC VIOLENCE LEAVE

- 31.1** Family and Domestic Violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
- 31.2** In accordance with the NES, all employees (including part time and casual employees) are entitled to 5 days' unpaid leave to deal with family and domestic violence if they are experiencing family and domestic violence, need to do something to deal with the impact of family and domestic violence and it is impractical for the employee to do so outside their ordinary hours of work.
- 31.3** The leave is available in full at the start of each 12 month period of the employee's employment and does not accumulate from year to year.
- 31.4** An employee must give the Company notice of taking leave as soon as practicable and advise the expected period of absence.
- 31.5** The employee is only entitled to Domestic Violence Leave if the employee gives the Company any evidence that the Company reasonably required for the leave such as Police Report, Court Attendance Notice, AVO, Medical Certificate.
- 31.6** The Company will ensure all information relating to the family and domestic violence matter is treated confidentially, as far as reasonably practicable.

32. PUBLIC HOLIDAYS

- 32.1** Subject to the conditions contained herein, full-time and part-time employees shall be entitled to public holidays (listed below) in accordance with the NES, without loss of pay and any other day declared or prescribed under State law to be observed generally within the State in which the employees are employed as a public holiday.

32.1.1 Christmas Day; New Years Day; Anzac Day and Good Friday:

Should the Company because of production requirements elect to work on these days, the payment for any time worked on these days shall be paid for at double time and one half or time and one half for hours worked and a day off in lieu as follows:

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

Should the Company because of production requirements wish to process on any of these days it will only be on a voluntary basis.

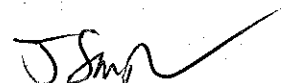
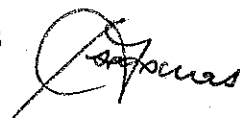
32.1.2 Boxing Day; Easter Saturday; Easter Sunday and Easter Monday:

Should the Company because of production requirements elect to work on these days, the payment for any time worked on these days shall be paid for at double time and one half or time and one half for hours worked and a day off in lieu as follows:

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

32.1.3 Queens Birthday; Australia Day; Labour Day:

Should the Company because of production requirements elect to work on these days, the payment for any time worked shall be paid for at the ordinary rate of pay.



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Full-time permanent employees who have been requested to work and attend work for all ordinary rostered hours on these 3 public holidays (Queens Birthday, Australia Day and Labour Day) in each 12 month period, shall be entitled to one (1) day in lieu, granted on the Enterprise Agreement anniversary date in line with Clause 16 above.

Preapproved annual leave, long service leave and approved public holiday leave due to a non-production day, will be deemed as days worked for the purpose of entitlement to the day in lieu. No other leave absences will apply.

The day in lieu must be taken within the following 12 months prior to the next anniversary date of the Enterprise Agreement. The day in lieu can be taken or cashed out and does not accumulate from year to year.

32.1.4 Union Picnic Day:

The Union Picnic Day is not a gazetted public holiday and therefore not treated as such. The Union Picnic Day is an additional leave day the Company agrees to give all full-time employees. The Union Picnic Day shall be observed on the first Monday in September each year (i.e. the date on which the leave day accrues). A day in lieu may be taken within the following 12 months. The Union Picnic Day does not accumulate from year to year. Employees may elect to cash out their Union Picnic day.

- 32.2** Part-time employees will be entitled to payment for the public holidays on a proportionate basis for whatever public holidays they are rostered to work. A part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs will not be entitled to any payment.
- 32.3** Where an employee is absent from employment on the working day before or the working day after a public holiday they must provide the Company with a medical certificate or statutory declaration to the satisfaction of the Company.
- 32.4** Where shifts commence between 10.00 p.m. and midnight on a Public Holiday the time so worked before midnight shall not entitle the employee to the Public Holiday rate.
- 32.5** Where the Company and the employee mutually agree, another day may be substituted for any of the said days and the substituted day shall be regarded as the Public Holiday.
- 32.6** Where Public Holidays create a four day break, in order to meet customer needs the Company may require the Saturday or one of the public holiday days to be worked.
- 32.7** The Company will give employees four (4) week's notice of their intent and two (2) week's notice to confirm should the company be required to process on any of the public holidays pertained in clause 32.1.1, 32.1.2 and 32.1.3.
- 32.7.1** It is acknowledged that at times the Company is provided with minimal notice from its customers as to their requirements, and there exists a need to respond to these demands. In relation to the notification periods specified in 32.7, these may be waived or varied by mutual agreement between the Company and the effected employee(s).
- 32.8** Despatch afternoon shift shall have the day off prior to a public holiday where the public holiday falls on a day other than a Monday.
- 32.9** *Employee entitled to be absent on public holiday*
- (1) An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes.

Reasonable requests to work on public holidays

- (2) However, an employer may request an employee to work on a public holiday if the request is reasonable.
- (3) If an employer requests an employee to work on a public holiday, the employee may refuse the request if:
 - (a) the request is not reasonable; or
 - (b) the refusal is reasonable.
- (4) In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:
 - (a) the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) whether the employee could reasonably expect that the employer might request work on the public holiday;
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork);
 - (f) the amount of notice in advance of the public holiday given by the employer when making the request;
 - (g) in relation to the refusal of a request – the amount of notice in advance of the public holiday given by the employee when refusing the request;
 - (h) any other relevant matter.

33. WORKPLACE INJURY

- 33.1 If an employee has an accident at his or her place of employment they shall be paid in accordance with the NSW Workers Compensation Act as consolidated, amended or replaced.

34. CLOTHING AND EQUIPMENT

- 34.1 Where the Company requires the wearing of particular work clothing and/or protective equipment, then such items shall be provided free of cost by the Company.
- 34.2 Work clothing and protective equipment provided by the Company for the benefit of the employee remains the property of the Company. It is a condition of employment that where any item as described above is supplied then the employee must adhere to safety procedures, wear protective clothing and use the protective equipment at all times when performing their job.
- 34.3 Employees will be responsible for the care and safe keeping of the uniform and protective equipment in accordance with the Company's standards. Failure to comply with this requirement may result in disciplinary action.
- 34.4 The Company will be responsible for replacing items as a result of reasonable use, wear or damage as necessary.
- 34.5 Upon termination of employment it is the responsibility of the employees to return all Company property, including work clothing and equipment.

35. TRAINING

- 35.1 The Company is committed to training and multi-skilling of all its employees. All employees shall be encouraged to participate in formal training such as, but not limited to:
- a. Hygiene.



- b. Quarantine
- c. Food Handling

- 35.2 Such training will include on and off the job, as well as within and outside working hours.
- 35.3 It is agreed that ordinary time, and not overtime rates, will be paid or given as time off in lieu to those employees who agree to attend Company initiated training outside normal rostered hours of work.
- 35.4 Any approved costs for such training, excluding travelling costs within Tamworth council area will be borne by the Company.
- 35.5 An employee shall not unreasonably refuse to attend training outside ordinary hours, however, any employee not wishing to undertake training shall do so without prejudice to that employee.
- 35.6 The Company will provide all relevant training to employees to attain necessary skills and licences required to carry out their required duties.

36. MULTI SKILLING

- 36.1 All employees agree to continue their positive cooperation in becoming multi-skilled in order to maximise site productivity and to perform a wider range of duties including work which is incidental or peripheral to their main tasks or functions. Employees also agree to be trained and work across other classifications on site.
- 36.2 The Company may direct an employee to carry out such duties as are within the employee's skill, competence and training as part of the development towards higher classification, provided that such duties are not designed to promote de-skilling.

37. AMENITIES

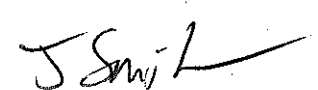
- 37.1 The Company is to provide:
- 37.1.1 Separate male and female dressing rooms containing showers, lockers with locks and keys for each employee, for which the employee is responsible.
- 37.1.2 Clean, well-ventilated lunchrooms with facilities for cold and boiling water, refrigerator and heating appliances for meals.
- 37.2 The Company, with the cooperation of employees, will ensure amenities are kept clean and in a sanitary condition.
- 37.3 Employees are not to consume food or drink, or smoke in a locker room or any building attached to the food production area. Employees may smoke during approved breaks in areas designated by the Company. Employees are to comply with the Company's instructions as per health regulations.

38. SMOKE-FREE WORKPLACE

The Employer is committed to providing a safe working environment where company premises and vehicles are designed as smoke-free. Employees will only be permitted to smoke in a designated smoking area. Failure to adhere to these rules may result in disciplinary action.

39. DRUGS AND ALCOHOL

- 39.1 All parties covered by this Agreement are committed to providing a safe working



environment. Any employee affected by alcohol or any other drug will not be permitted to work or operate any equipment.

- 39.2 The employee must inform the Company, prior to commencing work if they are or suspect they may be under the influence of drugs (including prescribed drugs which may inhibit the employee to perform the inherent requirements of their role), alcohol, or any other substance which may affect the employee's ability to work or to use any of the Company's equipment.
- 39.3 No employee will be permitted to remain at work if they are or give the appearance that they are under the influence of alcohol or drugs (prescribed or otherwise). If an employee attends for work under the influence of alcohol or drugs then the Company will arrange to transport the employee home.
- 39.4 Testing for drugs and alcohol under this clause will be in accordance with the relevant Company Policy. Initial drug test will be by oral means.
- 39.4.1 Taking into consideration the circumstances whereby an employee has been found to be under the influence of alcohol or drugs and failed to notify the Company as per clause 39.2 above, disciplinary action may be carried out by the Company which may include termination of employment.

40. CONFIDENTIALITY AND SECURITY

- 40.1 All employees are required to keep information about the business of the employer confidential. It is agreed that disclosure may only be made with the express consent of the employer.
- 40.1.2 Confidential information is 'information not available to the public at large'.
- 40.1.3 No employee may take any non-employee of the Company on site without the express approval of Management. In such cases, all visitors must sign in the visitor's log and wear such safety clothing as is appropriate and requested for that area.

40.2 Statements to the Media

No statement about the Company or its activities will be made to the media by any employee without the express permission of the Managing Director.

41. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 41.1 The Company and an 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 one (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;
- (b) the arrangement is genuinely agreed to by the Company and employee.
- 41.2 The Company 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) results in the employee being better off overall than the employee would be if no arrangement was made.



41.3 The Company must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Company and employee; and
- (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and 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.
- (d) states the day on which the arrangement commences.

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

41.5 The Company or an employee may terminate the individual flexibility arrangement:

- (a) by giving 4 weeks written notice to the other party to the arrangement; or
- (b) if the Company and the employee agree in writing at any time.

42. UNION MATTERS

42.1 Notice Board:

The Company shall supply and erect a noticeboard in a suitable, prominent location for the purpose of posting any notice in connection with or other matters in relation to the employment of the employees which the Union may require to have posted. The Union shall be responsible for posting and removing any notices by agreement with the Site Manager.

42.2 Right of Entry of Union Officials:

In order to facilitate the operations of this Agreement an authorised Union Representative is entitled to enter at reasonable times upon the premises with twenty four (24) hours notice to the Site Manager or relevant Company Representative (unless otherwise agreed by the Company) to interview any employee but not to interfere unreasonably with the Company's business.

Right of entry under this clause is also subject to the requirements specified in Part 3-4 of the *Fair Work Act 2009*.

42.3 Inductions:

A Union Delegate will have a paid 10 minute period per week to meet with new employees and Labour hire workers for the purpose of explaining this agreement and Union matters.

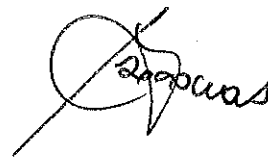
42.4 Time and Wages Records:

The Company keeps time and wages records for all employees and allow an authorised Union Organiser to inspect them in accordance with the *Fair Work Act 2009*.

42.5 Union Representative:

The Company shall:

- (a) recognise the Union Delegate (elected by the members) as the on-site representative of the Union;
- (b) provide the Union Delegate with access to resources (including photocopier, telephone, fax machine etc to perform their role); and



Baiada Poultry Pty Ltd Tamworth Plant (Production & Distribution Employees) EA 2020-2024

- (c) allow maximum of four (4) Delegates up to five (5) days paid union training leave per year to be conducted by the Union. The Union will provide the Company with no less than three (3) weeks notice of the training leave.

42.6 Union Meetings:

Employees will be granted up to three (3) hours paid time annually to attend Union meetings conducted by a Union Official on-site.

42.7 Consultative Arrangements:

- (a) A Joint Consultative Committee (JCC) of employees, Company representatives, Union Delegates and Union Organisers shall be maintained for the purpose of providing a consultative mechanism in the workplace.
- (b) The JCC will meet monthly for one and a half (1.5) hours during working time to discuss workplace issues. Unless otherwise agreed only one (1) Union Delegate per Department is permitted to attend.
- (c) Minute-taker to be provided by the Company and minutes to be distributed to Union Delegates as well as placed on Noticeboards within three (3) days.
- (d) Union Delegates who attend meetings outside their ordinary hours of work shall be paid for the time they are in attendance.

43. RENEGOTIATION OF NEW AGREEMENT

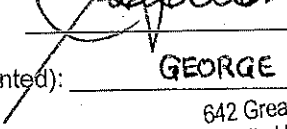
The parties agree to commence negotiations for a new enterprise agreement to succeed this agreement at least 3 months prior to the nominal expiry of this agreement.

The negotiations will be conducted on a collective basis between the parties with the negotiated outcome being subject to approval of a vote of the employees collectively.

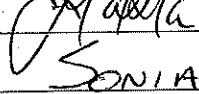
Should the negotiations for the new collective agreement not be finalised prior to the nominal expired date of this agreement, existing rates of pay and conditions will continue to be observed for all employees by the parties.

44. SIGNATORIES

44.1 Signed For and On Behalf of the Company

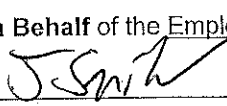
Signed: * 
Full Name (Printed): GEORGE TSEKOURAS
Address: 642 Great Western Highway
Pendle Hill NSW 2145
Position: DIRECTOR
Dated: 2 / 12 / 2020

Witness in the presence of:

Signed: * 
Full Name (Printed): SONIA TAKLA
Dated: 2 / 12 / 2020

44.2 Signed For and On Behalf of the Employee's

Signed: *



Full Name (Printed):

JUSTIN SMITH

Address:

34 UNION STREET NEWCASTLE WEST NSW 2302

Position:

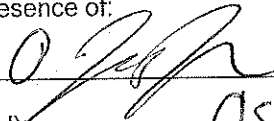
AMEU NEWCASTLE AND NORTHERN BRANCH SECRETARY

Dated:

18, 12, 2020

Witness in the presence of:

Signed: *



Full Name (Printed):

Oscar Jenkins

Dated:

15, 12, 20



IN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2020/3894

Employer:

Baiada Poultry Pty Ltd (**Employer**)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the Tamworth Plant (Production & Distribution Employees) Enterprise Agreement 2020-2024 (**Agreement**)

Undertaking-Section 190

I, Sonia Takla, National IR Manager have the authority given to me by Baiada Poultry Pty Ltd, to give the following undertakings with respect to Tamworth Plant (Production & Distribution Employees) Enterprise Agreement 2020-2024 ("the Agreement")

1. In relation to clause 14.3.4 of the Agreement, part-time employees would be paid overtime, at the appropriate overtime rates, for:
 - a. all time worked falling outside of the daily ordinary hours equivalent to a full-time employee; or
 - b. in excess of the hours mutually arranged on engagement or at a later date.
2. In relation to clause 14.5 of the Agreement, the Employer will not engage employees on piece work arrangements.

These undertakings are provided in response to the Fair Work Commission's invitation to provide such undertakings.

Date signed:	21 January 2021
Signature:	
Name:	Sonia Takla