



DECISION

Fair Work Act 2009

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

Baiada Poultry Pty Limited
(AG2024/4067)

BAIADA POULTRY PTY LTD TAMWORTH PLANT (PRODUCTION AND DISTRIBUTION EMPLOYEES) ENTERPRISE AGREEMENT 2024-2028

Poultry processing

DEPUTY PRESIDENT ROBERTS

SYDNEY, 26 NOVEMBER 2024

Application for approval of the Baiada Poultry Pty Ltd Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2024-2028

[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 2024-2028* (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 Limited (the Applicant). The Agreement is a single enterprise agreement.

[2] After receipt of the application, I raised a concern with the Applicant in relation to the Notice of Employee Representational Rights (NERR) that was issued to employees who would be covered by the Agreement. The NERR referred to the employees covered by the proposed agreement as those at the Tamworth plant ‘who perform duties covered by this agreement.’ The Applicant submitted that the employees who received the NERR were those covered by a current enterprise agreement, the *Baiada Poultry Pty Ltd Tamworth Plant (Production and Distribution) Enterprise Agreement 2020-2024* and were employed in classifications under that agreement. The Applicant said that the proposed agreement was effectively a replacement agreement for the current agreement and one which largely replicates the coverage and classifications of the current agreement. I am satisfied in the circumstances that the reference in the NERR to ‘this agreement’ is a minor technical error for the purposes of s.188(5) and that the employees were not likely to have been disadvantaged by the error. I propose to disregard the error under s.188(5).

[3] The Applicant has provided written undertakings (Annexure A). In accordance with s.190(4) of the Act the views of the bargaining representatives for the agreement were sought in relation to the undertakings. 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.

[4] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as is relevant to this application for approval has been met. The undertakings are taken to be a term of the Agreement.

[5] I note that Clause 5.2 of the Agreement provides that where there is an inconsistency between this Agreement and the National Employment Standards (NES), and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

[6] The Agreement does not provide for a delegates' rights clause as required by s.205A(1) of the Act. In accordance with s.201(1A), I note that clause 26A, Workplace delegates' rights, in the *Poultry Processing Award 2020* is to be taken to be a term of the Agreement.

[7] The Australasian Meat Industry Employees Union (AMIEU) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the AMIEU.

[8] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 1 October 2028.



DEPUTY PRESIDENT

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Annexure A**IN THE FAIR WORK COMMISSION***Fair Work Act 2009 (Cth) ("FW Act")***Matter number:**

AG2024/4067

Employer:Baiada Poultry Pty Limited (**Employer**)**Application:**


Section 185 – Application for approval of a single enterprise agreement – Baiada Poultry Pty Limited Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2024 - 2028

Undertaking- Section 190

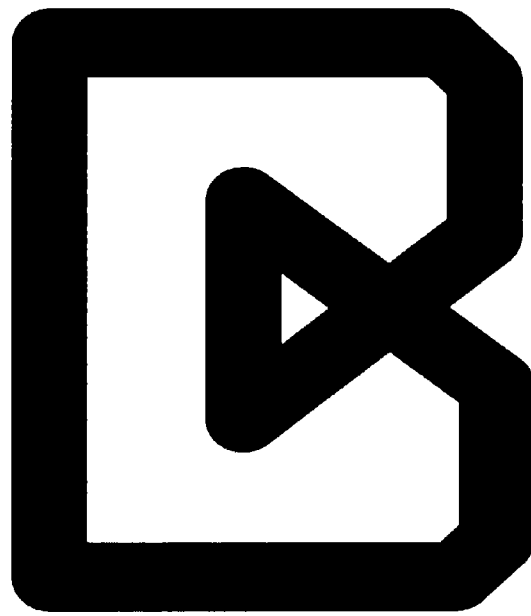
I, Sonia Takla, National Industrial Relations Manager for the Employer have the authority given to me by Baiada Poultry Pty Limited, to give the following undertaking with respect to the *Baiada Poultry Pty Limited Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2024 - 2028* ("the Agreement"):

1.	<p>Clause 26.2.3 will read as follows:</p> <p><i>The period of notice in this clause does not apply:</i></p> <p><i>(a) in the case of dismissal for serious misconduct;</i></p> <p><i>(b) to employees engaged for a specific period of time or for a specific task or tasks; or</i></p> <p><i>(c) to casual employees</i></p>
2.	<p>Clause 21.7.1 Saturday - will read as follows:</p> <p><i>The rate for <u>ordinary</u> 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. Rostered of casual employees for Saturday work is not to result in more Saturday hours being worked than at least an equivalent number of weekday hours worked..</i></p>

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

Date signed:	19 November 2024
Signature:	
Name:	Sonia Takla

Note – in accordance with s.205A of the *Fair Work Act 2009* (Cth) the most favourable term of the delegates' rights terms in the relevant modern awards, as determined by the Fair Work Commission, is taken to be a term of the agreement.



Baiada

Baiada Poultry Pty Ltd
Tamworth Plant
(Production & Distribution Employees)
Enterprise Agreement
2024 – 2028

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



1. TITLE

This Agreement shall be known as the Baiada Poultry Pty Ltd Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2024 – 2028.

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 (the "Act") by recognising the right to freedom of association and helping to prevent unlawful discrimination.

2.1.1 Accordingly, in fulfilling their obligations under the *Disputes Procedure 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.

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

3.1 This Agreement will take effect seven (7) days from the date of approval by the Fair Work Commission and will have a nominal expiry date of Sunday 1 October 2028.

3.1.1 Notwithstanding anything else contained in this Agreement, it shall remain in force until such time as it is replaced or terminated.

4. COVERAGE AND APPLICATION

4.1 This Agreement shall cover all employees as referred to in Clause 17 '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 St Plant.

5. RELATIONSHIP TO PARENT AWARD AND NATIONAL EMPLOYMENT STANDARDS

5.1 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).

5.2 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.

6. THE PARTIES TO THIS AGREEMENT

This Agreement is binding on:

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

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

6.3 The Australian Meat Industry Employees Union, Newcastle, Northern, South Australia and Tasmanian Branch (NNSAT Branch), ("the Union");

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



7. AIMS AND OBJECTIVES

The objectives of this Agreement are:

- 7.1** To recognise the contributions of all employees to improvements in productivity and efficiency.
- 7.2** To provide wage increases to employees.
- 7.3** To provide the Company with sufficient flexibility in order to increase the efficiency of its business and stability of employment.
- 7.4** Continue to develop and maintain the most productive, safe, cooperative and harmonious working relationships possible by promoting trust and continually striving to improve communications at all levels.
- 7.5** Provide the highest standard of Workplace Safety and Injury Management Protection, ensure that the principals of equal opportunity in employment are applied and that any unlawful discrimination, harassment, bullying and vilification is excluded from the workplace.

8. DURESS

- 8.1** 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.

9. NO EXTRA CLAIMS PROVISION

- 9.1** It is a term of this agreement that neither party shall pursue any extra claims during the nominal life of this agreement.

10. WORKPLACE HEALTH & SAFETY

- 10.1** Workplace Health & Safety is everyone's responsibility and requires appropriate behaviours and practices at all levels to ensure we have a proactive Safety Culture.
- 10.2** The Company aims to ensure all reasonable steps are taken to identify, eliminate or control potential risks and hazards in the workplace. The Company's planned and systematic approach to workplace safety is critical in maintaining a workplace safety culture.
- 10.3** While this is not an exhaustive list, examples of basic safety standards for employees to comply with are as follows:

- Do not ride on any equipment in a manner it was not designed for;
- Wear all Personal Protective Equipment (PPE) as required;
- Do not tamper with any safety equipment and/ or device / guards;
- Do not come to work under the influence of alcohol or drugs;
- Avoid climbing over vehicles or product;
- Keep all aisles and exits clear from any obstructions;
- Maintain good House Keeping in work area(s) to ensure we have a clean site and vehicle;
- Treat individuals with mutual respect & honesty (i.e. no smutty jokes, sexually offensive comments/taunts, unwelcome behaviours, no bullying/aggressive behaviour);
- Do not bring or show in a workplace pornographic or other offensive material;
- Do not engage in aggressive, intimidating or bullying tactics or behaviours;
- Comply with all safety warning signage and notices;
- Report all Incidents and/or Hazards immediately in writing;
- Do not engage in reckless or other unsafe activities;

Failure to comply with these requirements may result in disciplinary action including the termination of the employee's employment.



11. INTRODUCTION OF CHANGE IN THE WORKPLACE

11.1 Company's duty to notify

- 11.1 When the Company makes a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have "significant effects" on employees covered by this agreement, the Company will as soon as practicable, consult with employees and their representative if any, which may include a union representative. Provision of personal information concerning an employee will be released to their workplace representative only with the express written permission of the relevant employee.

- 11.1.1 *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.

- 11.1.2 The relevant employees may appoint a representative which may include a union representative for the purposes of the procedures in this term.

11.2 Company's duty to discuss change

- 11.2.1 The Company shall discuss with the affected employees the introduction of the change including the expected effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes. The Company shall not be required to disclose confidential information the disclosure of which would be harmful to the Company's interests.

- 11.2.2 The consultation shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in Clause 11.1.

- 11.2.3 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, 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.

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

11.3 Consultation on Changes to Regular Rosters or Hours of Work

- 11.3.1 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.

12. DISPUTES PROCEDURE

- 12.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;



This term sets out procedures to settle the dispute.

12.2 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 term.

(a) The representative may interview the employee(s) concerned and the Supervisor. The representative shall have reasonable access to resources (including photocopier, telephone and notice board) to perform their role.

(b) An employee involved in the disputes procedure steps shall be released from duty on paid time where they are required to be interviewed in accordance with subparagraph 12.2 (a) with the prior authorisation of the Company and at a time that is mutually agreed by the parties.

12.3 In 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.

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

12.4 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.

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

12.5 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.

12.6 The Fair Work Commission may deal with the dispute in 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 then:
(i) arbitrate the dispute; and
(ii) make a determination that is binding on the parties.

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

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

12.7 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. However, while the dispute procedure is being conducted an employee must not unreasonably fail to comply with a direction by the Company.

12.7.1 While the parties are trying to resolve the dispute using the procedures in this term:

(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) 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.

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

13. RESPECT FOR EACH OTHER

13.1 The Company has no tolerance for any form of behaviour in the workplace and in connection with the employment that is intended to intimidate or harass including sexual harassment and or sex-based harassment, pursuant to section 28AA Sex Discrimination Act 1984.

13.2 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.

14. COUNSELLING/DISCIPLINARY PROCEDURE (excluding probationary employees)

14.1 It is accepted by the parties to this Agreement that matters related to performance management and discipline may sometimes be necessary in circumstances applying to individual employees. In managing such issues in the workplace, the parties are committed to the following:

- The observance of procedural fairness in the application of performance management and disciplinary processes.
- The right of employees to be represented which may include a union representative, at all times and/or stages, in any matters related to performance management or disciplinary processes.
- That the extent to which individual events of performance management and discipline (i.e. formal warnings) can be relied upon diminishes over the course of time, particularly where the employee concerned has not been involved in subsequent performance or disciplinary events within a reasonable period of time (12 months).

14.1.1 The Company will issue the employee with a meeting request letter at least 24 hours prior to a disciplinary meeting. The letter will provide information regarding the nature of the allegation to be discussed at the meeting. When providing such information the Company will take into consideration any privacy matters.

14.2 It is agreed that where an employee has been issued with a formal disciplinary notice, movement to the next level of the performance management or disciplinary process will be determined by reference to the elapsed time since the last event, provided that such event has been within the last 12 months. By way of example and to assist in the understanding of the intentions of the parties in agreeing to this provision, reference should be made to the following:

- Example 1 - Employee A is issued with a formal warning. The employee later participates in conduct justifying further disciplinary action. Such conduct occurs 11 months after the date of the warning. In this case, the prior warning will be taken into consideration, when deciding appropriate action.
- Example 2 – Employee A is issued with a formal warning. The employee later participates in conduct justifying further disciplinary action. Such conduct occurs 13 months after the date of the warning. In this case, the prior warning will not be taken into consideration when deciding appropriate action, because the prior warning was issued more than 12 months before the current event.



- 14.2.1** In making decisions concerning the performance management and disciplinary steps that may be taken, the Company is entitled to refer to all such matters as they appear on the Company personnel file.
- 14.2.2** It is further agreed that the above conditions do not remove the right of the Company to summarily terminate the employment of an employee for serious and wilful misconduct, or to move through the disciplinary process in a manner that is justified having regard to the particular circumstances and facts of each event.
- 14.3** 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, sexual harassment, 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*.
- 14.4** 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.
- 14.4.1** While an employee is suspended on full pay, they are still required to comply with the Company's reasonable and lawful directions, including (but not limited to) directions regarding cooperation with the Company's investigation, compliance with the Company policies and procedures, and confidentiality.
- 14.5** Termination of employment can only occur if authorised by the relevant manager in conjunction with the HR Manager or Group HR Manager.

15. COPY OF AGREEMENT

- 15.1** Each employee shall be provided with a copy of the Agreement and upon request be supplied with a further copy of this Agreement.

16. EMPLOYMENT CATEGORIES

16.1 ENGAGEMENT OF EMPLOYEES

16.1.1 Permanent Employment

The Company shall, when engaging an employee, state definitely whether such employee is engaged as a full-time, part-time or casual employee. Failing such notice the employee shall be deemed to be engaged as a full-time employee.

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.

16.1.2 Probation Period

All employees are engaged on a probationary period for the first six (6) Months (26 weeks) of their employment.

For clarification, the probationary period also constitutes as the qualifying period of employment. Probationary employment forms part of an employee's period of continuous service and cannot be extended except for periods of unpaid leave.



16.2 Clocking On And Off

- 16.2.1** 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 serious misconduct and subject to instant dismissal.

16.3 Full-Time Employment

- 16.3.1** A full-time employee 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 rostered hours per week over a maximum of 5 days per week.

16.4 Part-Time Employment

The Company may employ part-time employees in any classification in this Agreement.

A part-time employee is an employee who:

- is engaged to work not less than 20 and not more than 38 ordinary hours per week. An employee so engaged shall be provided with a minimum of four hours work on each day on which they are engaged.
- has reasonably predictable hours of work; and
- receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

- 16.4.1** At the time of engagement the Company and the part-time employee will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and the actual starting and finishing times each day.

- 16.4.2** The ordinary hours of work, once agreed, can be changed by agreement between the Company and the employee. In the absence of such agreement, the Company can change the employee's ordinary hours of work by the provision of 7-days notice. Matters of genuine hardship will be taken into consideration.

- 16.4.3** If a part-time employee agrees to work additional hours, in addition to those agreed (or rostered) as per Clause 16.4.1, those additional hours will be paid at the same rate as paid to full-time employees of the same classification. All time worked falling outside of the daily ordinary hour's equivalent to a full-time employee or in excess of the hours determined or changed in accordance with Clause 16.4.2, shall be paid at the appropriate overtime rates.

- 16.4.4** Commencement of part-time work and return from part-time to full-time work shall not break the continuity of service or employment.

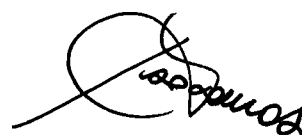
- 16.4.5** Part-time employees whilst on shift work as defined in the Shift Work clause of this agreement shall be entitled to the appropriate shift allowances.

- 16.4.6** Payment in respect of any period of annual leave, personal & carers leave, public holidays or compassionate leave, jury service, family and domestic violence 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.

16.5 Casual employment

- 16.5.1** Casual employee has the meaning given by Section 15A of the *Fair Work Act*.

- 16.5.2** The casual loading of 25% is applied on the ordinary hourly rate in Clause 18.1 for all ordinary hours worked. The casual loading is cumulative (not compounding) with other penalties or loadings. The casual loading of 25% is in lieu of entitlements to annual leave, personal/carers



leave, notice of termination, redundancy benefits and other attributes of full-time and part-time employment, excluding Long Service Leave.

For example (night shift during ordinary hours):

- Ordinary hourly rate (100%) +
- 25% casual loading (calculated on the ordinary hourly rate) +
- 25% night shift penalty (calculated on the ordinary hourly rate) =
- Total Payment of 150% of the Ordinary Hourly Rate.

16.5.3 A casual employee shall be provided with a minimum of four (4) continuous hours work for each day on which they are engaged. In the event that the Company releases the casual employee prior to the completion of 4 hours work the employee shall be paid a minimum of 4 hours at the appropriate rate of pay.

16.5.4 Casual employees who are absent from work for personal 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 30.7.1.

16.5.5 A pathway for employees to change from casual employment to full-time or part-time employment is provided for in the NES.

16.5.6 Casual employees no longer available to attend for work on a day that they had already agreed they would work, are required to notify the Company as soon as practicable, preferably prior to the commencement of the shift.

17. CLASSIFICATIONS

17.1 Production Classifications

17.1.1 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 Poultry Industry. This employee shall, during the three months (500 hours), 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.

17.1.2 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 / Coolroom (Chiller)

Skills and Duties may include the following, but not limited to:

- Responsible for the quality of their own work



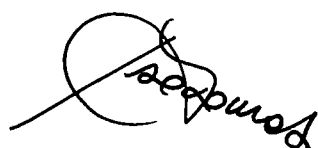
- All employees whose principal duties include all work after the Evisceration section up to entry into a cold storage area.
- Undertakes duties in a safe and responsible manner
- Will be required to have a working knowledge of Company and quality systems
- Works in a team environment
- Issuing uniforms
- General gardening and cleaning around workplace areas.
- Manually making boxes
- Tucking and tying birds
- Preparing marinades
- Marinating product
- Stopping and/or starting 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 labels are for the correct product in line with Packing Task Instruction
- Manually packing product onto trays, into boxes, onto a pallet, onto a pallet rack, onto conveyor.
- Manually loading and unloading product and consumables
- Weighing bagged / packed product.
- Transferring waste material
- Crate washing / Removing old tub labels
- 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
- Re Hanging of down graded birds in preparation for further processing.

17.1.3 Process Worker Level 3 (PW 3)

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

Skills and Duties may include the following, but not limited to:

- Level 2 above (if required)
- Responsible for the quality of their own work within this level
- Works in a team environment.
- Mechanical deboning (including FHF and leg deboning)
- 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
- Laundering of PPE such as safety vests and cotton gloves.
- Working in feather room
- Spin Chiller - hanging and grading
- All tasks associated with manual evisceration

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- 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

17.1.4 Process Worker Level 4 (PW 4)

Filleting Room / QC / FHF Trimming / Live Bird Forklift / Livebird Hanger/Slaughterman

Skills and Duties may include the following, but not limited to:

- Levels 2 to 3 above (if required)
- 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
- Hanging live birds
- QC (quality control) performing duties as follows, but not limited to:
 - Ileader entries
 - Water and Product retentions
 - Temperature checks (room and product)
 - Wibits
 - Collection of product samples
 - Price checking (as in product and specials)
 - Regular monitoring of PPE and house keeping
 - Regular checks of completed product (trays, labels and boxes)
 - Coolroom checks (WIP products)
 - Rotation of stock (WIP products)
 - Verification of correct labelling ingoing and outgoing
 - Calibration of oxybaby and all scales
 - Check all pre-starts and GMP
 - Retrieving all batch codes (trays that are used all have batch codes that need to be recorded)
 - Weight checks including 15-minute weight checks for major customer products
 - Performing and recording of all line monitoring checks associated with production such as weights, temperatures, viscosities, pick-ups, FFA's, metal detection, dates, coding, labelling
 - Actioning and reporting on any deviations from targets, critical limits or critical control points
 - Any other tasks related to the role

17.1.5 Process Worker Level 5 (PW 5)

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

Skills and Duties may include the following, but not limited to:

- Levels 2 to 4 above (if required)



- Responsible for the quality of their own work within this level
- 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.
- 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 (average live weight).
- 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 reinductions
- Maintain Training Matrix
- Ensure Contractor Compliance
- Maintain Approved Suppliers Program
- 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
- Quality Assurance (QA) who has attained appropriate industry qualifications
- Help facilitate and maintain site improvements and Quality Systems
- Pending/hold/release functions
- QA Officer duties also includes the following but not limited to:
 - Coordinate with the QC team
 - Pre-operative Hygiene checks
 - Verification of cleaning and pest control
 - Conducting internal audits
 - Preparation and participation in external audits
 - 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

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- 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 relating to the role

17.1.6 Process Worker Level 6 (PW 6)

Supervisor / Labour Coordinator / QA Coordinator

An employee is a Process Employee Level 6 if appointed in writing to the position, and is expected to undertake the following duties, but not limited to:

- 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 relating 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 18.2 in addition to the Level 6 rate of pay.

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

- Supervisor / Labour Coordinator duties include the following, but not limited to:
 - 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



17.2 Distribution Classifications:

17.2.1 Distribution 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.

17.2.2 Distribution Worker Level 2 (DW 2) - Picker / Loader / Unloader of Trucks / Pallet Breaker / Stock take

Skills and Duties may include the following, but not limited to:

- 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 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

17.2.3 Distribution Worker Level 3 (DW 3) - Forklift Driver

Skills and Duties may include the following, but not limited to:

- 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

17.2.4 Distribution Worker Level 4 (DW 4) – Leading Hand / Pallet Controller

Skills and Duties may include the following, but not limited to:

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

17.2.5 Distribution Worker Level 5 (DW 5) - Distribution Supervisor

A Process Worker Level 5 (DW 5) is appointed in writing by the Company to undertake the following duties, but not limited to:

- 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
- 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 Ileader 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

18. WAGES

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

Wage Classification	Current Rate as at 16/10/2023 \$	Increase Monday 7/10/2024 6% \$	Increase Monday 6/10/2025 3.5% \$	Increase Monday 5/10/2026 3% \$	Increase Monday 4/10/2027 4% \$
<u>Production Worker</u>					
Level PW 1	25.01	26.51	27.44	28.26	29.39
Level PW 2	26.28	27.86	28.83	29.70	30.89
Level PW 3	26.67	28.27	29.26	30.14	31.34
Level PW 4	27.07	28.70	29.70	30.59	31.81
Level PW 5	28.71	30.43	31.50	32.44	33.74
Level PW 6	29.58	31.35	32.45	33.43	34.76
<u>Distribution Worker</u>					
Level DW 1	25.01	26.51	27.44	28.26	29.39
Level DW 2	26.67	28.27	29.26	30.14	31.34
Level DW 3	27.96	29.64	30.67	31.60	32.86
Level DW 4	28.71	30.43	31.50	32.44	33.74
Level DW 5	29.58	31.35	32.45	33.43	34.76

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 16.5. Casual loading is paid on ordinary hours worked.

18.2 Allowances

	Current Rate as at 16/10/2023 \$	Increase Monday 7/10/2024 6% \$	Increase Monday 6/10/2025 3.5% \$	Increase Monday 5/10/2026 3% \$	Increase Monday 4/10/2027 4% \$
First Aid (per week)	19.28	21.92	22.69	23.37	24.30
Meal Allowance (per occasion)	17.19	19.00	19.66	20.25	21.06

WHS / HSR Committee Member (per week)	21.12	22.39	23.17	23.87	24.82
Fire Warden (per week)	11.60	12.30	12.73	13.11	13.63
Location Allowance (Dirt Money) (per hour)	1.25	1.33	1.37	1.41	1.47
Hanging Allowance (Live Birds) (per hour)	0.58	0.62	0.64	0.66	0.68
Hanging Allowance (Spin Chill) (per hour)	0.36	0.38	0.40	0.41	0.43
Laundry Allowance (per day)	4.10	4.35	4.50	4.63	4.82
Boiler Attendant Allowance (per day)	5.45	5.78	5.98	6.16	6.41
Forklift Allowance (other than Live bird area) (per day) Forklift allowance for Distribution Employees is included in their rate of pay	5.45	5.78	5.98	6.16	6.41
Forklift Allowance – (Live bird area) (per day) Forklift allowance for Distribution Employees is included in their rate of pay)	7.92	8.40	8.69	8.95	9.31
Temperature Allowance (per hour) Coolroom - Less than 4 degrees	0.30	0.32	0.33	0.34	0.36
Freezer: -18 to – 23.3 degrees C	1.23	1.72	1.78	1.83	1.90
Less than – 23.3 degrees C	1.84	2.69	2.79	2.87	2.99
Animal Welfare Officer (per week)	N/A	20.00	20.70	21.32	22.17
Section Trainer Allowance (per week)	31.68	33.58	34.76	35.80	37.23
Leading Hand Allowance (per day) Based on 5-day weekly roster	69.21 (per week)	14.67	15.19	15.64	16.27



Leading Hand Allowance (per day) Based on 4-day weekly roster	69.21 (per week)	18.34	18.98	19.55	20.34
Supervisor Allowance (per week)	138.38	146.68	151.82	156.37	162.63

18.3 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 ordinary 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.

18.4 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.

18.5 Mixed Functions

An employee engaged on higher duties for a relief period which carries a higher rate than their ordinary classification shall be paid as follows:

- 18.5.1** If so engaged for more than 60% of all hours worked in any week, the higher rate for the whole week;
- 18.5.2** 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;
- 18.5.3** Where employees are undertaking duties in a higher classification level as part of the structured training program this clause shall not apply; or
- 18.5.4** If an employee is required to perform tasks at a lower classification level for a relief period (not ongoing) they shall remain at their current ordinary classification.

19. ALLOWANCE DEFINITIONS

19.1 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 18.2 per week, if appointed by the Company to perform first aid duties.



19.2 Meal Allowance

An employee who has worked more than one hour and thirty minutes (1.5 hours) overtime in any one ordinary shift, is entitled to a meal allowance as per Clause 18.2.

19.3 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 18.2 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.

19.4 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 18.2 above. The position will be reviewed annually when the appointment may be transferred to a different employee.

19.5 Location Allowance (Dirt Money)

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

19.6 Hanging Allowance (Live Bird)

Employees hanging live birds will be paid a hanging allowance as set out in Clause 18.2.

19.7 Hanging Allowance (Spin Chill)

Employees hanging poultry in the Spin Chill area shall be paid a hanging allowance as set out in Clause 18.2.

19.8 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 18.2.

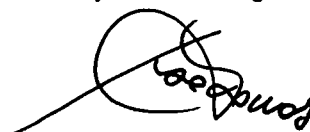
19.9 Temperature Allowance

An hourly temperature allowance will be paid the rate as set out in Clause 18.2 for each hour an employee is working in an artificially reduced temperature measured in Celsius.

19.10 Animal Welfare Officer

An employee who qualifies and performs duties (as set out below) of an Animal Welfare Officer is entitled to an allowance set out in Clause 18.2.

- Inspection of live birds in modules stored in fan bays and loading area.



- Monitoring animal welfare CCTV
- Training of staff in handling of live birds
- Monitoring handling of live birds at live bird hanging area
- DOA (dead on arrival) verification
- Any other task peripheral to the role

19.11 Boiler Attendant Allowance

An employee required to perform the duties of Boiler Attendant shall be paid an allowance as set out in Clause 18.2.

19.12 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 18.2.

19.13 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 18.2.

19.14 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 18.2 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.

19.15 Leading Hand Allowance

An employee required to perform the duties of a Leading Hand set out in Clause 17.1.5 or 17.2.4 shall be paid a Leading Hand allowance as per Clause 18.2. The allowance is in addition to the rate of pay applicable to the Classification Level.

19.16 Supervisor Allowance

An employee appointed in writing, by the Company to perform the duties of a Supervisor set out in Clause 17.1.6 or 17.2.5 shall be paid the Supervisor Allowance per week or pro-rata based on number of ordinary days performing such duties. The allowance is in addition to the rate of pay applicable to the Classification Level.

20. SUPERANNUATION

- 20.1** The Company shall make, on behalf of each employee, contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 as consolidated, amended or replaced



(as at 1 July 2024 is 11.5%) based on *Ordinary Time Earnings* to their nominated superannuation fund.

20.1.1 Employees may choose their own superannuation fund however where an employee does not choose a fund, contributions will be made to the employee's stapled superannuation fund. If an employee does not have a superannuation fund, contributions will be paid into the Australian Super Fund.

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

20.2 Employee Contributions

20.2.1 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.

20.3 Salary Sacrifice

20.3.1 An employee may request that the Company make additional contributions to the superannuation fund to which, at the date this Agreement is made, Company contributions are being made on his or her behalf. These contributions are distinct from and in addition to employer contributions as defined at Clause 20.1 above. For the purposes of this clause, these additional contributions will be known as 'Salary Sacrifice Contributions'.

20.3.2 All arrangements for Salary Sacrifice Contributions are subject to the Company's approval. An employee can withdraw a salary sacrifice arrangement by notifying the Company in writing.

20.3.3 On each occasion on which the Company makes a Salary Sacrifice Contribution, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purposes of this sub-clause 'occasion' means the calculation and processing of the payroll in accordance with the applicable pay period.

20.3.4 No employee may have Salary Sacrifice Contributions at a level in excess of 50% of their pre-Salary Sacrifice Contribution gross weekly all-purpose rate of pay.

20.3.5 Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount; or as a percentage of earnings.

20.3.6 Other than in pressing personal circumstances, an employee may not vary their Salary Sacrifice Contributions more than twice (2) per annum.

20.4 Changes to Applicable law

20.4.1 In the event that the Law governing taxation and superannuation changes in such a way as to render the objective of this clause unattainable or ineffective or, in the opinion of the Company, inappropriate, the Company will meet with the affected employee(s) and their nominated representative which may include a union representative to discuss the matter; and may vary or terminate this clause as they see fit.

21. HOURS OF WORK

21.1 Full-time Employees

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



21.2 Ordinary Hours

21.2.1 The ordinary hours of work for day workers shall be worked from 4:00am to 5.00pm on any day Monday to Sunday up to a maximum of 5 days per week.

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

21.3 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.

21.3.1 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 11.3.

21.4 The ordinary hours of work prescribed shall not exceed 10 hours on any day.

21.5 All time worked outside the ordinary hours of work (except shift work) shall be paid at the appropriate overtime rate.

21.6 The Company will issue a roster for all full-time and part-time employees, specifying the start and finish times of ordinary work hours.

21.6 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.

21.7 Weekend Work

21.7.1 **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.

21.7.2 **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.

21.8 Rostered Days Off

21.8.1 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.

21.8.2 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.

21.8.3 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.

21.8.4 At the request of the employee, accrued RDO entitlements may be cashed out.

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- 21.8.5** 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.
- 21.8.6** Employees who work a 4 day per week roster (9hrs and 30 minutes x 4 days) do not accrue RDO's. If an employee moves from a 4 day per week roster to a 5 day per week roster they will be entitled to commence/recommence accruing RDO's in accordance with clause 21.8.1.
- 21.8.7** The Company will provide a roster every 4 weeks for one (1) RDO showing when employees are due to take this RDO. Wherever possible, but subject to operational requirements, the Company will roster this RDO to maximise the number that fall on Mondays and Fridays.
- 21.8.8** No RDO's will be scheduled for the 2 weeks either side of the Christmas or Easter period unless mutually agreed between the Company and employee(s).

22. MEAL BREAKS & REST PERIODS

- 22.1** Breaks for Ordinary Hours of work 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 6 hours	One 15 minute rest break	One x 30 minute meal break
Work 6 hours or more but less than 9 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 hours or more up to 10 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

- 22.2** 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.
- 22.3** The duration of breaks shall be from the time the employee ceases work until the time they recommence work.
- 22.4** Rest Breaks are paid breaks and Meal Breaks are unpaid breaks.
- 22.5** 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.
- 22.6** Additional rest periods for certain categories of workers
- 22.6.1** 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.

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

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

23. OVERTIME

23.1 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.

23.1.1 The Company shall notify the employee(s) of the need of overtime within the first 4 hours of their shift unless due to circumstances beyond the Company's control such as machinery break down and power failure at which time the notification may be at any time during their shift.

23.2. 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.

23.3 If requested in writing by an employee and agreed to by the Company, overtime worked may be taken as time off in lieu of payment on the basis of equivalent hours worked. This alternative to payment shall only apply by agreement between the Company and the employee concerned. Time off must be taken within 6 months after the overtime is worked, as agreed.

If, on the termination of the employee's employment, such time off in lieu of payment has not been taken, the Company must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

23.4 Reasonable Overtime

23.4.1 Subject to Clause 23.4.3(ii) below, the Company may require an employee to work reasonable overtime at overtime rates.

23.4.2 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,

23.4.3 For the purposes of Clause 23.4.2 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.



23.5 Ten Hour Break

23.5.1 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.

23.5.2 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.

23.5.3 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).

23.6 Rest Break on Overtime (Ordinary Shifts)

23.6.1 Where overtime exceeds one and a half hours after an employee's normal finishing time or one and a half hours before their normal commencement time, the employee will be entitled to a twenty (20) minute break prior to commencing overtime or prior to commencing their normal ordinary shift (whichever is applicable), or at a time agreed with the Company. The break will be paid for at the rate of time and a half (150%).

23.6.2 Rest Break on Overtime (Overtime Shifts)

An employee working overtime shifts (i.e. the entire shift is overtime) shall be allowed the same rest breaks and meal break as per Clause 22. Rest breaks are paid at overtime rates of pay.

24. SHIFT WORK

24.1 The Company will provide employees seven (7) days written notice of any intention to work shift work or any variation to shift rosters. Shift rosters may be varied with less than seven (7) days notice by agreement between the Company and the employee(s) concerned.

24.2 Shift rosters for full-time and part-time will specify commencing and finishing times of ordinary work hours for all shifts.

24.3 The loading on the ordinary rates of pay for employees required to work early morning shift, afternoon shift or night shift shall be as follows:

Early Morning Shift (Livebird area up to Spin Chill) – 20%

Early Morning Shift (all other areas) – 15%

Afternoon Shift – 15%

Night Shift – 30%

24.3.1 Early Morning Shift is a shift that commences at or after midnight and before 4.00am.

24.3.2 Afternoon shift is a shift that finishes after 5pm and at or before midnight.

24.3.3 Night shift is a shift that commences before midnight and finishes after midnight.

24.4 Shift work on Sunday shall be paid at the rates prescribed at clause 21.7.2, 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 21.7.2 for the entire shift, in substitution for the loadings specified in this clause.

24.5 Where an ordinary shift commences at or after 10.00pm and before 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.

- 24.6** 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 a shift commencing 9.00pm (Sunday night) to 5.30am (Monday Public Holiday) and then returns to work for their next shift on the same day (Monday) at 9.00pm, 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 9.00pm.

- 24.7** Overtime penalties for shift-workers are in accordance with clause 23.

25. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 25.1** Employees in the following circumstances may make a request for a change in working arrangements under section 65 of the Fair Work 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 family and domestic violence;
- (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 family and domestic violence;
- (g) Pregnancy.

25.2 Responding to the Request

- (a) Before responding to a request made under s.65, the Company 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 Company 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 Company refuses the request, the written response will 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 Company and employee cannot agree on a change in working arrangements, the written response will state whether or not there are any changes in working arrangements that the Company can offer the employee so as to better accommodate the employee's circumstances; and if the Company can offer the employee such changes in working arrangements, set out those changes in working arrangements.

In responding to a request for flexible working arrangements, the Company will also provide any other information required by the NES.

- (d) The Company will refer to the NES provisions for how disputes about requests for flexible working arrangements are to be dealt with, if such matters arise.

25.3 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.

26. TERMINATION OF EMPLOYMENT

26.1 Employment may be terminated by the Company by giving the appropriate notice in writing as shown in the table below:

Years of Service	Notice Period by Age of Employee	
	Under 45	45 Years and Over
Less than 1 year	1 week	1 week
1 year and less than 2 years	2 weeks	2 weeks
2 years and less than 3 years	2 weeks	3 weeks
3 years and less than 5 years	3 weeks	4 weeks
5 years and over	4 weeks	5 weeks

26.2 Where the Company terminates the employment, payment in lieu of notice may be made.

26.2.1 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. Therefore, payment total must be calculated on the basis of:

- (a) the employee's ordinary rostered hours of work; and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

26.2.2 The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a statement of service specifying the period of his or her employment and the classification of or the type of work performed by the employee and level of competency achieved.

26.2.3 Employment may be terminated by the Company without notice for serious misconduct.

The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (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.

26.3 Notice of termination by employee

26.3.1 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.

26.4 Standing down of Employees

26.4.1 In the event that the Company is not able to provide work for employees due to industrial action, strike, breakdown of machinery, natural disaster, or where the Company cannot be reasonably held responsible, the Company shall have the right to deduct payment for any day or part of a day.



Note: The standing down of employees does not break the continuity of service.

26.4.2 In the event of a failure or shortage of utilities services (i.e. power, water, etc.), the Company may deduct wages from the employees if they are not required to remain on site and are available for work; subject to the following:

- a. Where an employee cannot be provided with work from the ordinary rostered starting time, the employee shall be entitled to 2 hours pay.
- b. Where an employee has commenced ordinary rostered hours, the employee shall be provided with 4 hours work or paid for 4 hours work.
- c. Where an employee is contacted prior to the commencement of their ordinary rostered hours and prior to leaving their place of residence the employee will not be entitled to payment. For clarification purposes, in the event that the employee has already left their residence to attend the workplace and notification is given then they will receive 2 hours payment in accordance with 26.4.2 a.

26.5 Abandonment of Employment

26.5.1 An employee absent from duty for more than 3 rostered days without notifying the Company will be deemed to have abandoned employment on the last day of duty. The Company shall take all reasonable steps to inform itself of the employee's situation over the next 7 days including, where necessary, by attempting to contact the employee via registered mail at the last notified address of the employee. If the employee does not respond to attempts by the Company to contact them or does not provide a valid reason for the unauthorised absence, the Company will commence action to terminate their employment subject to the NES. 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'.

27. REDUNDANCY

27.1 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.

27.2 Severance Pay

In addition to the period of notice prescribed for in ordinary termination a full time and 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

'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.

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

27.3 Alternative Employment

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

27.4 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of serious misconduct or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

27.5 Notice to Commonwealth Agency

Where a decision has been made to terminate employment for 15 employees or more in the circumstances outlined in 27.1, 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.

27.6 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.

27.7 Transmission of business

27.7.1 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 transmittee 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.

27.7.2 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 transmittee), in any of the following circumstances:

- (a) Where the employee accepts employment with the transmittee 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; 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.

27.7.3 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.

28. ANNUAL LEAVE

28.1 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 16.5 of this Agreement.

28.2 Period of Leave

28.2.1 An employee is entitled to accrue annual leave which equates to, four (4) weeks per year (152 hours for full-time employees). Annual leave accrues progressively according to an employee's ordinary hours of work.

Employees can request to take a period of leave once accrued, at any time.

28.2.2 Applications for annual leave must be made via the Company's leave application system / process. Leave applications will be subject to authorisation by the relevant Supervisor / Manager, depending on operational requirements. The granting of leave shall not be unreasonably refused.

28.3 Additional Annual Leave – 7-Day Shift Worker

28.3.1 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.

28.3.2 The additional week of leave accrues throughout the year while the employee is rostered to work regular Sundays and Public Holidays.

28.4 Payment for Period of Leave

28.4.1 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.

28.4.2 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.

28.4.3 There are no overtime payments for employees who are on paid annual leave.

28.5 Annual Leave Loading

28.5.1 During a period of annual leave an employee shall receive the following loadings calculated on the ordinary hourly rate of pay:



Day Shift	20%
Afternoon Shift	20%
Night Shift	30%
Sunday	75%

28.5.2 The annual leave loading will be calculated on the applicable ordinary hourly rate of pay, and is in substitution of shift penalties and other loadings.

28.5.3 Annual leave loading will be paid on all accrued annual leave.

28.6 Annual Leave Exclusion of Public Holidays

28.6.1 If a public holiday fall within an employee's annual leave, as prescribed in the Agreement, and is on a day which would have been an ordinary rostered working day, then time equivalent to the public holiday will not be taken out of the employee's accruals.

28.7 Cashing Out of Annual Leave

28.7.1 The Company may at its discretion and in accordance with the Fair Work Act, allow employees to apply to have their annual leave accruals cashed out.

28.7.2 In order to cash out annual leave accruals employees must meet the following criteria:

- have more than four (4) weeks of annual leave accrued at the time of the application to cash out annual leave accruals
- must have taken at least five (5) days, whether this be broken or in one occurrence of annual leave within the past 6 months.

28.7.3 Where the employee meets this criteria and is requesting to have annual leave accruals cashed out which are in excess of four (4) weeks, up to a maximum of two (2) weeks, once in each twelve (12) month period (the twelve (12) month period being equivalent to dates relevant to rate increases in Clause 18.1 above) can be cashed out, on the following basis:

- a. 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.
- b. For clarification, when an employee cashes out annual leave accruals, the Company will also cash out any relevant annual leave loading, Leading Hand allowance, Supervisor allowance, First Aid allowance, WHS Committee allowance, Fire Warden and Forklift Allowance. No other allowance applies to cashing out of annual leave.

28.8 Excessive Leave

28.8.1 Where an employee has eight (8) or more weeks of annual leave and the Company has genuinely tried to reach agreement with the employee as to the timing of taking annual leave and the employee still has not taken annual leave, the Company can require the employee to take annual leave by giving no less than 8 weeks' notice of the commencement of such leave.

29. LONG SERVICE LEAVE

29.1 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.

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

30.1 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.



30.2 Amount of leave

30.2.1 For each year of service with the Company, a full-time employee is entitled to accrue 10 days (76 hours) of paid personal leave. Part-time employees shall accrue pro-rata personal leave based on each ordinary hour worked.

30.3 Accrual of leave

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

30.4 Taking paid Personal Leave

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

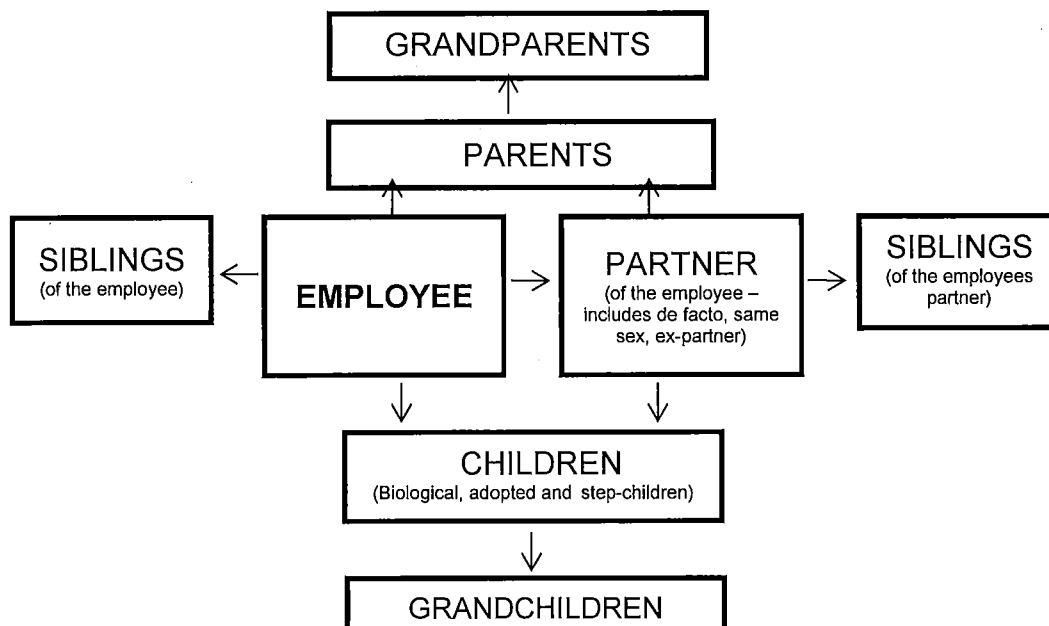
- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal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

30.5 Definitions

30.5.1 The term Immediate Family (and Household Members) 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.

These relationships are summarised in the diagram below:



Exclusions: Aunts, uncles, cousins, partners of an employee's sibling and pets. Household members are those people who live with the employee at the time that such leave is requested.

30.6 Notice (Employee – Sick leave)

30.6.1 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).

30.7 Evidence Supporting Claim – (Employee - Sick Leave)

30.7.1 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 18.1). When taking further personal leave days, the employee shall provide satisfactory evidence to the Company.

Satisfactory evidence is as follows:

- If personal leave is claimed for an absence of one (1) or two (2) consecutive days a statutory declaration, pharmacy certificate or medical certificate is required as evidence for such absence.
- All absences of three (3) consecutive days or more require the provision of a medical certificate as evidence for such absence. A statutory declaration or pharmacy certificate is not acceptable evidence for such absence.

30.7.2 Employees on absence management plan for personal leave will be required to provide a medical certificate for each period of personal leave absence for a period of six months from the date of the written request to do so.

30.8 Notice (Employee – Carers Leave)

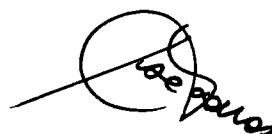
30.8.1 The employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take carer's leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable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

30.9 Evidence supporting claim – (Employee - Carers Leave)

- (a) When taking leave to care for an immediate family or household member, the employee shall, if required by the Company, establish by production of documentation acceptable to the Company such as a letter from a qualified medical practitioner, a statutory declaration or any other type of evidence deemed reasonable, noting the nature of the illness and that such illness resulted in the person concerned requiring care by the employee.
- (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 such as a letter from a qualified medical practitioner, a statutory declaration or any other type of evidence deemed reasonable by the Company noting the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

30.10 Payment for Personal Leave

30.10.1 The Company shall pay the employee, for the period of the personal leave at the ordinary hourly rate of pay.

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An employee's 'ordinary hourly rate' is the rate of pay payable to an employee for their ordinary hours of work.

Payment for Personal Leave shall include the following allowances if applicable:

- Leading Hand Allowance
- Supervisor Allowance
- Shift Penalty

No other allowances or loadings shall apply.

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

30.10.3 Upon written request from an employee, the Company may agree to the paying out of any untaken excess personal leave once in each twelve (12) month period (the twelve (12) month period being equivalent to dates relevant to rate increases in Clause 18.1 above) on the following basis:

- (a) Excess personal leave shall for the purposes of this Agreement be defined as the amount of untaken personal 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 personal leave during the previous entitlement year;
- (c) The Company will pay on the employees' request each entitlement year accrued personal leave in excess of 15 days. Payment of excess personal leave will not exceed more than 10 days in any one entitlement year. Such request for payment of excess personal leave must be made in writing by completing an Application for Leave Form.

30.10.4 Payment for the cash out of personal leave shall be at the employee's 'ordinary hourly rate' which is the rate of pay payable to an employee for their ordinary hours of work. Allowances and any other loadings/penalties do not apply to cash out of personal leave.

30.11 Unpaid personal leave

30.11.1 Where an employee has exhausted their personal leave accruals, they are entitled to take unpaid personal leave to care for members of their immediate family or household who requires care or support because of personal illness, personal injury, or an unexpected emergency, affecting the member.

30.11.2 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.

31. COMPASSIONATE LEAVE

31.1 Paid Leave Entitlement

A permanent employee (full-time or part-time) is entitled to use two (2) days paid 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, or
- (d) a child is stillborn, where the child would have been a member of the employee's



immediate family, or a member of the employee's household, if the child had been born alive; or

(e) The employee, or the employee's spouse or de facto partner, has a miscarriage.

31.1.1 Upon request from an employee, the Company may approve up to 5 days paid compassionate leave on the death of a member of the employee's immediate family or household.

31.1.2 When an employee takes paid compassionate leave, the Company must pay the amount the employee would reasonably have expected to be paid for their ordinary rostered hours by the Company if the employee had worked during that period.

31.1.3 An employee will not receive payment for any hours of overtime that they were scheduled to complete.

31.1.4 For clarification purposes, a casual employee is entitled to the same compassionate leave as above, however this leave is unpaid.

31.2 Evidence Supporting Claim

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

31.3 Taking Compassionate Leave

31.3.1 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.

31.4 Unpaid Leave Entitlement

31.4.1 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.

32. PARENTAL LEAVE

32.1 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.

32.2 The Company will not fail to re-engage a casual employee because the employee or employee's spouse or de facto partner is pregnant; or the employee is or has been immediately absent on parental leave. The rights of the Company in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

33. COMMUNITY SERVICE LEAVE

33.1 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.

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

33.1.2 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; and
- (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); and
- (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.

33.2 Notice and evidence requirements

33.2.1 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.

33.3 Evidence:

33.3.1 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.

33.4 Jury Service Leave

33.4.1 Permanent (Full-time and Part-time) employees who are required to attend for jury service during ordinary rostered hours shall be reimbursed the difference between their normal pay for ordinary hours and the amount received for attendance for jury service.

33.4.2 Employees must notify their manager as soon as possible of the date that they are required to attend.

33.4.3 Documentation of attendance, duration and amounts received are to be submitted.

34. FAMILY AND DOMESTIC VIOLENCE LEAVE

34.1 *Family and Domestic Violence* means violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that seeks to coerce or control the employee and that causes them harm or to be fearful.

34.2 For the purposes of this clause Close Relative is a person who is a member of the employees immediate family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

34.3 In accordance with the NES, all employees (including part time and casual employees) are entitled to 10 days' paid leave to deal with family and domestic violence issues that they are experiencing and it is impractical for the employee to do so outside their ordinary hours of work.



- 34.4** 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.
- 34.5** An employee must give the Company notice of taking leave as soon as practicable and advise the expected period of absence.
- 34.6** The employee is only entitled to Family and 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 and/or Medical Certificate.
- 34.7** The Company will ensure all information relating to the family and domestic violence matter is treated confidentially, as far as reasonably practicable.
- 34.8** Employees can take this paid leave if they need to do something to deal with the impact of family and domestic violence.

For Example, this could include:

- making arrangements for their safety, or safety of a close relative (including relocation)
- attending court hearings
- accessing police services.

The leave doesn't need to be taken all at once. It can be taken as single or multiple days. The Company and employee may also agree for an employee to take less than one day at a time.

- 34.8.1** Full-time and part-time employees are paid their full pay rate for the hours they would have worked if they weren't on leave.

Casual employees are paid their full pay rate for the hours they were rostered to work.

An employee's full pay rate is their base rate plus any:

- incentive-based payments and bonuses
- loadings
- monetary allowances
- overtime or penalty rates
- any other separately identifiable amounts

35. PUBLIC HOLIDAYS

- 35.1** 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.

35.1.1 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.



35.1.2 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.

35.1.3 Kings 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.

In addition, full-time permanent employees who have been requested to work and attend work for any of these 3 public holidays (King's Birthday, Australia Day and Labour Day), shall be entitled to one (1) day in lieu equal to the rostered ordinary hours for each day worked.

The days in lieu must be taken within the following 12 months prior to the next anniversary date of the Enterprise Agreement. The days in lieu can be taken or cashed out.

Part-time employees who have been requested to work and attend work for any of these 3 public holidays (King's Birthday, Australia Day and Labour Day), shall be paid ordinary rate of pay plus 100% public holiday penalty (total 200%) for each ordinary hour worked.

Casual employees who have been requested to work and attend work for any of these 3 public holidays (King's Birthday, Australia Day and Labour Day), shall be paid ordinary rate of pay plus 100% public holiday penalty plus 25% casual loading (total 225%) for each ordinary hour worked.

All overtime hours worked shall be paid at double time and one half (250% of the ordinary rate of pay) for all employees.

35.1.4 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.

35.2 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.

35.3 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.

35.4 Where an employee is on a rostered day off (RDO as per Clause 21.8) on a public holiday, the employee will be granted one day in lieu equivalent to their normal ordinary hours.

35.4.1 Full-time employees on rotating rosters (5 days x 7.6hrs over 6-day rosters or 4 days x 9.5 hours per week) shall be granted a day in lieu equal to their normal ordinary hours if a public holiday falls on any day Monday to Friday where they are not rostered to work.

Example:



Full-time employee rostered to work ordinary shifts Tuesday to Saturday (7.6 hour shifts) and in that week Monday is a public holiday, the employee will be granted one(1) day in lieu for the public holiday, equivalent to their normal ordinary hours.

Full-time employee rostered to work Tuesday to Friday (9.5 hour shifts) and in that week Monday is a public holiday, the employee will be granted one(1) day in lieu for the public holiday equivalent to their normal ordinary hours.

35.4.2 The purpose of Clause 35.4.1 is to ensure full-time employees are not disadvantaged in relation to public holiday entitlements (Monday to Friday) due to the structure of their weekly roster.

35.5 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.

35.6 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.

35.7 Where Public Holidays create a four-day break, in order to meet customer needs the Company may require the Saturday or one of the public holiday days to be worked.

35.8 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 35.1.1, 35.1.2 and 35.1.3.

35.8.1 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 35.7, these may be waived or varied by mutual agreement between the Company and the effected employee(s).

35.9 Night Shift:

35.9.1 Night Shift shall have the working day off prior to a public holiday in substitution for the actual public holiday day, if required by the Company for operational reasons.

Example (Sunday to Thursday ordinary shift roster) – if Monday is a public holiday and for operational reasons night shift employees are not required to work Sunday night, they will have Sunday night as their public holiday and therefore Monday night shift will be an ordinary shift.

Another Example – if Wednesday is a public holiday and for operational reasons night shift employees are not required to work Tuesday night, they will have Tuesday night as their public holiday and therefore Wednesday night shift will be an ordinary shift.

35.9.2 Monday to Friday Ordinary Roster

If the Public Holiday falls on a Monday then the shift commencing on Monday night and finishing on Tuesday shall be deemed to be the public holiday shift.

In such circumstances Clause 35.3 does not apply.

35.9.3 Full-time and part-time employees not required to work on the shift prior to the public holiday will be paid ordinary pay as if it was the public holiday. All employees required to work will be paid public holiday penalties for hours worked on that shift. The following day being the actual public holiday day, will be deemed an ordinary shift. Public Holiday penalties do not apply.

35.10 *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.

36. EMPLOYEE RIGHT TO DISCONNECT

- 36.1** An employee may refuse to monitor, read or respond to contact, or attempted contact from the Company outside of the employee's working hours unless the refusal is unreasonable.
- 36.2** An employee may refuse to monitor, read or respond to contact, or attempted contact, from a third party if the contact relates to their work and is outside of the employee's working hours unless the refusal is unreasonable.
- 36.3** Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of subsections (1) and (2) above, the following must be taken into account:
 - (a) the reason for the contact or attempted contact;
 - (b) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;
 - (c) the extent to which the employee is compensated:
 - (i) to remain available to perform work during the period in which the contact or attempted contact is made; or
 - (ii) for working additional hours outside of the employee's ordinary hours of work;
 - (d) the nature of the employee's role and the employee's level of responsibility;
 - (e) the employee's personal circumstances (including family or caring responsibilities).

Note: For the purposes of paragraph (c), the extent to which an employee is compensated includes any non-monetary compensation.

- 36.4** For the avoidance of doubt, an employee's refusal to monitor, read or respond to contact, or attempted contact, from the Company, or from a third party if the contact or attempted contact relates to their work, will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- 36.5** Any disputes about the right to disconnect are to be addressed in accordance with s333N of the Fair Work Act.



37. WORKPLACE INJURY

- 37.1** 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.

38. DRUGS AND ALCOHOL

- 38.1** All parties covered by this Agreement are committed to providing a safe working environment. Any employee affected by alcohol or any other drug which impairs the employees performance will not be permitted to work or operate any equipment.
- 38.2** The employee must inform the employer, 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 employer's equipment.
- 38.3** 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 which impairs the employee's performance (prescribed or otherwise). If an employee attends for work under the influence of alcohol or drugs which impairs the employee's performance then the employer will arrange to transport the employee home.
- 38.4** Testing for drugs and alcohol under this clause will be in accordance with the relevant Company Policy.
- 38.4.1** 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 37.2 above, disciplinary action may be carried out by the Company which may include termination of employment.
- 38.5** The Company has zero tolerance in relation to employees attending the workplace under the influence of drugs (including prescribed drugs which may inhibit the employee to perform the inherent requirements of their role safely) and alcohol.

39. CLOTHING AND EQUIPMENT

- 39.1** 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 including replacement items due to normal wear and tear.
- 39.2** 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 duties.
- 39.3** Employees will be responsible for the reasonable care and safe keeping of the uniform and protective equipment.
- 39.4** Upon termination of employment it is the responsibility of the employees to return all Company property, including work clothing and equipment.

40. TRAINING

- 40.1** The Company is committed to training and multi-skilling of all its employees. All employees shall be encouraged to participate in formal training relevant to the trade and industry skills.
- 40.2** Such training will include on and off the job, as well as within and outside working hours.

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- 40.3** For any training outside of normal working hours, the employee shall be paid at the employee's ordinary rate of pay. The total hours worked including training time shall not exceed 38 ordinary hours per week. Any training time exceeding 38 hours shall be paid at the relevant overtime rates as per Clause 23.
- 40.4** Any approved costs for such training, excluding travelling costs within the region will be borne by the Company.
- 40.5** 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.
- 40.6** The Company will provide all relevant training to employees to attain necessary skills and licences required to carry out their required duties.

41. MULTI SKILLING

- 41.1** 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.
- 41.2** 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.
- 41.3** Wherever possible employees will be rotated within their work area/section to ensure fair allocation of highly focussed and demanding tasks.

42. AMENITIES

- 42.1** The Company is to provide:
- Separate male and female dressing rooms containing showers, lockers with lock and key for each employee, for which the employee is responsible
 - Clean well-ventilated lunchrooms, with facilities for cold and boiling water, refrigerator and heating appliance for meals.
- 42.2** The Company with the cooperation of employees will ensure amenities are kept clean and in a sanitary condition.
- 42.3** Employees are not to consume food, drink or smoke in a locker room or any other area which is not designated for this use. Employees may smoke in approved breaks in areas designated by the Company. Employees are to comply with the Company's instructions.
- 42.4** The Company may instruct employees to confine the smoking of cigarettes to a single designated area.

43. SMOKE FREE WORKPLACE

- 43.1** The Company is committed to providing a safe working environment where Company premises and vehicles are designated 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.

44. CONFIDENTIALITY AND SECURITY

- 44.1** All employees are required to keep information about the company confidential. It is agreed that disclosure may only be made with the express consent of the employer.
- 44.1.1** Confidential information is 'information not available to the public at large'.

A handwritten signature in black ink, appearing to be 'Baiada', is written over a circular stamp or seal.

- 44.1.2** 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 safety clothing as is appropriate and requested for that area.

44.2 Statements to the Media

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

45. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 45.1** 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 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.

- 45.2** 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.

- 45.3** 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,
- d. signed by a parent or guardian of the employee; and includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement;
 - how the arrangement will vary the effect of the terms and
 - state the day on which the arrangement commences.

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

- 45.5** The Company or an employee may terminate the individual flexibility arrangement:

- (a) by giving not more than 28 days written notice to the other party to the arrangement; or
- (b) if the Company and the employee agree in writing -- at any time.

46. UNION MATTERS

46.1 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.



46.2 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*.

46.3 Inductions:

During the induction process a Union Delegate and/or Union Official will have a paid ten (10) minute period to meet with new employees for the purpose of explaining this Agreement and Union matters.

46.4 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*.

46.5 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
- (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.

46.6 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. These meetings will be held during the employees ordinary shift time. The length of such meetings will be agreed to between the Company and the Union taking into consideration the impact on operations. The meeting time will commence from when the employee leaves their work station and returns to their work station.

46.7 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.



47. RENEGOTIATION OF NEW AGREEMENT

- 47.1 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.
- 47.2 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.
- 47.3 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.

48. SIGNATORIES

48.1 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:

TUESDAY, 8th OCTOBER 2024

48.2 Signed For and On Behalf of the Employee's

Signed: *

Full Name (Printed):

Justin Smith

Address:

13/26 Dalook Drive Beresfield NSW 2322

Position:

Branch Secretary

Dated:

15 / 10 / 2024

IN THE FAIR WORK COMMISSION

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

Matter number:

AG2024/4067

Employer:

Baiada Poultry Pty Limited (**Employer**)

Application:


Section 185 – Application for approval of a single enterprise agreement – Baiada Poultry Pty Limited Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2024 - 2028

Undertaking- Section 190

I, Sonia Takla, National Industrial Relations Manager for the Employer have the authority given to me by Baiada Poultry Pty Limited, to give the following undertaking with respect to the *Baiada Poultry Pty Limited Tamworth Plant (Production and Distribution Employees) Enterprise Agreement 2024 - 2028* ("the Agreement"):

1.	<p>Clause 26.2.3 will read as follows:</p> <p><i>The period of notice in this clause does not apply:</i></p> <p><i>(a) in the case of dismissal for serious misconduct;</i></p> <p><i>(b) to employees engaged for a specific period of time or for a specific task or tasks; or</i></p> <p><i>(c) to casual employees</i></p>
2.	<p>Clause 21.7.1 Saturday - will read as follows:</p> <p><i>The rate for <u>ordinary</u> 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. Rostered of casual employees for Saturday work is not to result in more Saturday hours being worked than at least an equivalent number of weekday hours worked..</i></p>

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

Date signed:	19 November 2024
Signature:	
Name:	Sonia Takla

Poultry Processing Award 2020

26A. Workplace delegates' rights

[26A inserted by [PR774786](#) from 01Jul24]

26A.1 Clause 26A provides for the exercise of the rights of workplace delegates set out in section 350C of the [Act](#).

NOTE: Under section 350C(4) of the [Act](#), the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 26A.

26A.2 In clause 26A:

- (a) **employer** means the employer of the workplace delegate;
- (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

26A.3 Before exercising entitlements under clause 26A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

26A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

26A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the [Act](#) or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

Poultry Processing Award 2020

26A.6 Entitlement to reasonable communication

- (a)** A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 26A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b)** A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

26A.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a)** The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i)** a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii)** a physical or electronic noticeboard;
 - (iii)** electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv)** a lockable filing cabinet or other secure document storage area; and
 - (v)** office facilities and equipment including printers, scanners and photocopiers.
- (b)** The employer is not required to provide access to or use of a workplace facility under clause 26A.7(a) if:
 - (i)** the workplace does not have the facility;
 - (ii)** due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii)** the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

26A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a)** In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

Poultry Processing Award 2020

- (b)** The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i)** full-time or part-time employees; or
 - (ii)** regular casual employees.
- (c)** Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d)** The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e)** If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f)** The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g)** The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

26A.9 Exercise of entitlements under clause 26A

- (a)** A workplace delegate's entitlements under clause 26A are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i)** comply with their duties and obligations as an employee;
 - (ii)** comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii)** not hinder, obstruct or prevent the normal performance of work; and
 - (iv)** not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b)** Clause 26A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

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(c) Clause 26A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the [Act](#), the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the [Act](#) or clause 26A.