



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Inghams Enterprises Pty Limited
(AG2024/4212)

INGHAMS ENTERPRISES (LISAROW) ENTERPRISE AGREEMENT 2024

Poultry processing

DEPUTY PRESIDENT BOYCE

SYDNEY, 28 NOVEMBER 2024

Application for approval of the Inghams Enterprises (Lisarow) Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement to be known as the *Inghams Enterprises (Lisarow) Enterprise Agreement 2024* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Inghams Enterprises Pty Limited (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 26 November 2024. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Poultry Processing Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisation(s)

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

Workplace delegates' rights clause

[4] Pursuant to s.205A(2) of the Act, the workplace delegates' rights term prescribed by the *Poultry Processing Award 2020* is taken to be a term of the Agreement.

Conclusion

[5] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.

[6] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 5 December 2024. The nominal expiry date of the Agreement is 30 August 2027.



DEPUTY PRESIDENT

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ANNEXURE A

26 November 2024

IN THE FAIR WORK COMMISSION



FWC Matter No.:

Re: AG 2024/4212 - Application by Inghams Enterprises Pty Limited

Applicant: Inghams Enterprises Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Matt Skinner, People & Performance Manager – Operations, have the authority given to me by Inghams Enterprises Pty Limited to give the following undertakings with respect to the Inghams Enterprises (Lisarow) Enterprise Agreement 2024 ("the Agreement"):

1. In addition to the practical effect of clause 1.5 regarding NES precedence, the following clause is to be added at 2.4.8

(3) Subsection (1) and (2) apply to Casual employees engaged prior to August 2024. Employees engaged after August 2024 shall have the right to provide notice to the Company to change their employment status from casual to permanent at any time following their 6 month anniversary.

(4) The company will respond to this notice within 21 days of receipt of this notice with an outcome in accordance with the NES provisions.

2. Clause 2.7.1 add *"if the employee is unable to notify the company of their absence 1 hour prior to start time, they must notify the Company as soon as reasonably practicable, which may be after the leave has commenced."*

3. At Clause 5.2 add

"5.2.8 for the purposes of the 5th week of annual leave provided in the NES a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and Public Holidays."

4. At clause 5.4 add

"5.4.4 Compassionate leave is also paid when the employee or a member of their immediate family as defined above suffers a miscarriage or gives birth to a stillborn child."

5. At 5.5.3 the clause is to read:

- 10 days paid leave; and
- 5 days unpaid leave

6. At 2.3 add

"2.3.6 A part time employee will be provided no less than 48 hours notice of a change to their rostered hours of work"

Inghams Enterprise Pty Limited

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7. Clause 5.10.2 is amended to read *"all time worked by full time or part time employees on any of the days..."*

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Regards,

A handwritten signature in black ink, appearing to read "Matt Skinner", is written over a faint, light blue circular stamp.

Matt Skinner
People & Performance Manager – Operations

Inghams Enterprise Pty Limited
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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. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.



INGHAMS ENTERPRISES (LISAROW)

ENTERPRISE AGREEMENT

2024

INGHAMS ENTERPRISES (LISAROW) ENTERPRISE AGREEMENT 2024

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PART 1 – PRELIMINARY

1.1 Parties Covered

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

1.2 Duration

This agreement shall operate from the date advised by the Fair Work Commission and shall expire on 30 August 2027. Thereafter the terms of this agreement shall remain in force until superseded or rescinded in accordance with the provisions of the Act. The Union will notify the Employer of their intentions to commence bargaining in relation to the renewal of this Agreement no later than 3 months prior to the expiry date of this Agreement. Upon receipt the Employer will commence issuing the notice of representational rights in accordance with the Act.

1.3 Relationship to Awards

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

1.4 Objectives

The objectives of this Agreement are:

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

1.5 National Employment Standards

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). 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.

1.6 Dispute Resolution Procedure

1.6.1 Resolving a dispute at the workplace level

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

1.6.2 Where the matter cannot be resolved at the workplace level

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

1.6.3 Conduct during a dispute

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

1.7 Flexibility Provision

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

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

1.7.2 The employer must ensure that the terms of the individual flexibility arrangement:

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

1.7.3 The employer must ensure that the individual flexibility arrangement:

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

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

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

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

PART 2 – TERMS OF EMPLOYMENT

2.1 Categories of Employment

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

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

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

2.2 Full-time employment

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

2.3 Part-time employment

2.3.1 A part-time employee is an employee who:

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

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

2.3.3 Each part-time employee shall be entitled to a minimum engagement of 4 hours per day or shift and 20 hours per week.

2.3.4 Where practicable considering operational requirements, part-time employees shall be given preference over casual employees when additional ordinary hours of work are available.

2.3.5 A part-time employee who works outside the ordinary hours of work of full-time employees shall be paid for such excess hours or for work outside such hours at the rate of time and a half for the first two hours and double time thereafter.

2.4 Casual employment

2.4.1 A casual employee means an employee who is engaged as such by the hour. For each engagement a casual employee must work a minimum of four hours.

2.4.2 A casual employee for working ordinary time must be paid an hourly rate prescribed for their classification in Annexure A. The hourly rate is calculated on the basis of 1/38th of the minimum weekly wage for the relevant classification in this agreement plus a casual loading of 21%. Provided that for casual employees being paid in accordance with clause 3.3, New Employee Wages, the casual loading shall be 25%. The casual loading includes payment for Annual Leave, Personal/Carers Leave, Compassionate Leave and Public Holidays.

- 2.4.3 The casual loading is only paid on the ordinary hourly rate of pay (*Not Saturday, Sunday, overtime or public holiday rates*).
- 2.4.4 Casual employees may be required by the Employer to work the same hours each day as permanent employees and casual employees shall work in accordance with such requirements. The actual starting times for casuals shall be as advised by the Employer to meet operation and production requirements including start times that are different to permanent employees.
- 2.4.5 Casual employees shall be paid their ordinary time rate (plus casual loading) for the number of ordinary hours worked per day up to the number of rostered ordinary hours of permanent employees in the section of the plant in which they are working.
- 2.4.6 Casual employees shall be paid overtime worked at the same rate of pay for the equivalent full time employee (Casual Loading not included).
- 2.4.7 It is recognised that the Employer has an ongoing necessity for a pool of casual labour.

2.4.8 Conversion of casuals to permanent employment

The Fair Work Act provides conditions for the conversion of casual employees to permanent employment. The points below are a summary of those conditions.

- (1) After 12 months' employment, depending on an employee's pattern of work during the previous 6 months, an offer of permanent employment may be made either on a full time or part time basis.
- (2) Casual employees who have worked a regular pattern of hours on an ongoing basis during the previous 6 months can make a request to convert to permanent employment on their 6-month anniversary.

2.5 Second in Charge (2IC)

A 2IC is a "hands on" employee appointed by the employer and allocated responsibilities determined by the employer to assist in the good order of workflow in an operating area, such as:

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

Where a fault in training or behaviour occurs, 2IC shall immediately disengage from further action and place the matter into the hands of the Supervisory staff. None the less, this does not preclude the 2IC from giving training but only on the direct instructions of a Supervisor or other staff. 2IC's shall not breach any confidence placed in them by fellow employees or by Supervisory Staff.

2.6 Requirement for notice of termination or payment in lieu

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

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

2.6.2 In addition to the notice by the employer above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice. The employee does not have to give the extra weeks notice if over 45 years of age.

2.6.3 Payment in lieu of notice prescribed in sub clause (1) and/or (2) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

2.6.4 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct or to casuals.

2.6.5 An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given).

2.6.6 Notice of Termination by Employee

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

2.7 Absence from Work

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

- (a) Notify the Employer a minimum of one hour prior to start time of the reason for the absence and the expected duration of the absence. The employee shall keep the Employer informed as to the expected date of return to work and shall confirm on the day preceding the day on which they expect to return to work that they are returning to work.
- (b) At the earliest opportunity, apply for leave in the Company time and attendance system, Kronos, or its replacement.
- (c) If the absence is for 2 or more consecutive days, produce a certificate from a duly qualified medical practitioner giving the description of the injury or illness which in

the medical practitioner's opinion is the reason for the absence and the expected duration of the incapacity.

2.7.2 Where an employee has:

- (a) been absent from duty in a manner which is systematic or exhibits a pattern;
- (b) has exceeded their annual sick leave entitlement without due cause or satisfactory proof of illness; or
- (c) has failed to produce satisfactory, documentary evidence as per subclause 2.5 including satisfactory description of the injury or illness; or
- (d) failed to notify the employer of expected absences at the earliest opportunity.

Then the following arrangement shall apply:

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

2.8 Disciplinary Policy

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

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

2.9 Abandonment of Employment

Subject to the notice provisions of the NES. Where an employee is absent from work for a period of three working days without contacting the Employer in regard to the reasons for the absence it shall be assumed that the employee has abandoned their employment. If within

10 days from the commencement of the absence the employee has not proved to the Plant Manager that there was a satisfactory reason for the absence then the employee shall be deemed to have terminated their employment.

2.10 Suspension From Duty

An employee accused of misconduct may be suspended by the Employer for up to three working days to allow a full investigation of the situation to be undertaken. If the employee is dismissed then there is no payment for the period of suspension. If the employee is exonerated or receives a warning then the employee will be paid his ordinary time rate pay for the period of the suspension.

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

2.11 Stand Down

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

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

2.12 Job Share

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

PART 3 – CLASSIFICATION AND WAGES

3.1 Classification Structure and Definitions

LEVEL 1 (Grade 1 new starter)

Point of Entry – New entrants to the industry; New entrants to the workforce, with no Further Processing Experience.

Point of Progression – Works under direct supervision or in a team environment. This assessment will be no earlier than 3 calendar months and no greater than 6 months from employees date of commencement.

Three to Six Month Period – nothing in this classification structure prevents an employee from being assessed for suitability prior to the completion of the 6 month period. During this period each new employee will be subject to a maximum of three (3) Employee Reviews, where feedback on their performance will be addressed and any further expectations or improvements required will be delivered here as a Level 1 employee.

Unsuitability – If, at any point during the first six month period, an employee is deemed to be unsuitable for their role, the Production Manager or his proxy may determine that the employee is to either be moved to another work area or have their employment ceased.

Expectations – An employee at this level will be required to complete all relevant induction and on-boarding paperwork and assessments as required. Employees at this level will be provided with instruction and training in tasks and procedures relevant to their allocated work tasks. Employees at this level will be expected to demonstrate competence in Food Safety, Hygiene and Processing, as well as demonstrating satisfactory attendance, performance, productivity and safe behaviors of work.

Tasks – Employees at this level may be utilized across different parts of the operation at the discretion of the Company, subject to relevant training and instruction. Employees will rotate tasks as directed, this includes rotating tasks within work groups, areas and lines as required. Employees will undertake tasks such as raw chicken meat inspection, grading and separation of marinated chicken meat on nitrogen table, hand packing of fresh and frozen chicken pieces/products into cartons or trays, completing rework / repacks, erect cartons and bulk bins for packaging. This list of tasks is not exhaustive and is indicative of fundamental tasks for entry level processing employees.

Employees will conduct basic Quality Assurance tasks such as visual inspections for bones and foreign objects and demonstrate good manual handling practices.

Employees will also be expected to undertake basic cleaning tasks and general housekeeping.

LEVEL 2 (Grade 2 new starter)

Point of Entry - Existing Employees deemed competent and suitable for progression as outlined above from Level 1.

Point of Progression – Works under direct supervision or in a team environment. Ability to begin to work unsupervised in specific roles to enable progression to level 3 for up to 12 months from employees date of commencement.

Six to Twelve Month Period – During this period the employee shall be able to perform tasks to the standard required to perform consistent work performance and work to the speed of the production run.

Expectations – An employee at this level will continue to perform tasks as per Level 1. Employees will commence to complete tasks without supervision, gaining the experience to understand the timing of keeping all ingredient machines adequately stocked. Employees are expected to work collaboratively and rotate tasks as directed, this includes rotating tasks within work groups, areas and lines.

Tasks – Employees at this level may be utilized across different parts of the operation at the discretion of the Company, subject to relevant training and instruction. Employees will rotate tasks as directed, this includes rotating tasks within work groups, areas and lines as required. Employees will receive training in Production Line Operations, understanding all online machinery to its capacity and how to keep that standard throughout the production run. Other roles where employees may be placed for further training, VE fresh production lines, Line 2 Packing area, Mixing of meat batches and other areas deemed a requirement for individual employees, with further training. Employees will also be expected to demonstrate good manual handling practices, standard GMP requirements and undertake basic cleaning tasks and general housekeeping keeping the workplace safe.

LEVEL 3

Point of Entry - Existing Employees deemed competent and suitable for progression as outlined above from Level 2.

Point of Progression – Employees will be assessed by relevant supervisory employees for competence and suitability for progression from Level 3 to the next level. This assessment may include being allocated to specific tasks or duties expected of employees at the next level to confirm suitability. Length of service is not the sole determining factor of promotion to the next level.

Expectations - An employee at this level will continue to perform tasks as per Levels 1 & 2. Employees will be able to complete tasks without supervision; however, employees will receive training and instruction in new tasks and duties as required. Employees are expected to work collaboratively and rotate tasks as directed, this includes rotating tasks within work groups, areas and lines.

Employees will demonstrate sufficient literacy and numeracy skills to work effectively at this level. Employees will be expected to complete first sign off on relevant paperwork and maintain adequate records (inventory scanning of ingredients, packaging, finished products etc)

Tasks – In addition to tasks set out at Levels 1 & 2 , working autonomously, employees will be expected to be competent in, but not limited to, basic machine operation and filling of dry ingredients, mincing or injecting meat batches as per schedule requirements ,mixing of marinades for meat batches, mixing of batters and filling of batter machines, accurate processing & packing of finished product, adding VE ingredients to fresh products, weighing products, scanning and wrapping pallets of crates or cartons etc.

Mixing employees will work to mixing specifications, recipe, production rates and line speeds.

LEVEL 4

Point of Entry – Existing Employees deemed suitable for progression as outlined above in Level 3.

Point of Progression – 1. 2IC Role 2. Distribution Employee 3. Workplace Trainer.

Employees will be assessed by relevant supervisory employees for competence and suitability for progression from Level 4 to the next level. This assessment may include being allocated to specific tasks or duties expected of employees at the next level to confirm suitability. Length of service is not the sole determining factor of promotion to the next level.

Expectations – Employees at this level will be expected to work without supervision. 1. As a Team Leader you will be required to complete all aspects of the role/team you lead 2. As an area Trainer, employees will demonstrate and communicate skills and knowledge while training others in required roles . Once training is complete employee will notify assessor to have trainee deemed competent

Tasks – In addition to the tasks for a Level 3 Employee, employees at this level are expected to be competent in:

1. **Team Leader**, responsible for their production, packaging and mixing machinery/room set ups, including services (power, water, fryers and hydraulics etc) ability to understand ingredient requirements for each product. Able to complete required product quality line

checks, liaise with employees and deliver tasks to same. Complete downtime through company programs as trained. Accurate completion of daily time sheets (rosters)
2IC – Employees at Level 4 paid an allowance

2. **Distribution Employee**, All tasks associated with storage and retrieval of finished poultry products to or from freezing rooms and cool room, including employees who go into and out of freezer chambers as a part of their load checking duties. This position requires employee to have obtained and hold a current Forklift Licence. Employee must be competent in the companies chain of responsibility requirements.
3. **Area Trainer**, Must have obtained “train small groups accreditation” to be able to competently train new employees to the work area in full understanding of site SWP’s, GMP’s, Safety procedures etc for each task required. Liaise with area assessor for individual competency completion.

LEVEL 5

Point of Entry – Level 4 or lower.

An existing employee performing work at this level.

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

An employee with recognised enterprise experience (as defined).

Skills/Duties - Indicative of the tasks an employee may perform are the following:

1. **Senior Team Leader**, this role overseas the entire running of his/her area. Responsibilities include and are not limited to:
 - Responsible for all employees rostered to their area for the current day.
 - Responsible for ensuring that quality product is being made, notifying when non conformances occur and commence solutions / investigation at this time.
 - Report directly to shift Supervisor.
 - Assist Supervisor with Employee Reviews with new employees first six months.
 - Attend meetings when required and provide input to same.
 - Identifying employees who require further training to ensure that competent operators are able to complete all tasks required.
 - Assist Team Leader with any concerns / problems that may be raised, escalate further if required.
 - Obtain appropriate industry standard qualifications at the discretion of the site.
 2. Product recording, having attained the appropriate industry standard.
- (2) Quality assistant who has attained appropriate industry qualifications.

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

Level 6

Points of Entry - Process Employee Level 5; or

Proven and demonstrated skills (including, as appropriate, Industry Certificates) to the level required of this grade.

Indicative Tasks - An employee at this level will:

- (1) Be capable of performing the duties at all levels.
- (2) Have completed an internal/external accredited "Train the Trainer/Assessor" course.
- (3) Undertake the training of other process employees as directed.
- (4) Potential candidate to be utilised as a Relief Shift Supervisor

This is the highest level on the EA. Employees at this Level may consider applying for salary supervisory (or similar) positions as they become available.

3.2 Wages

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

3.3 New Employee Wages

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

(a) Grade 1:

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

(b) Grade 2:

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

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

Classification	After the date the Agreement is made (Weekly)	After the date the Agreement is made (Hourly)
Grade 1	\$963.92	\$25.37
Grade 2	\$1032.76	\$27.18

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

- (a) From the first full pay period to commence on or after 1 July 2025, the wages shall further increase by the same amount as determined by the Annual Wage Review 2024-25 for minimum modern award wages.

(b) From the first full pay period to commence on or after 1 July 2026, the wages shall further increase by the same amount as determined by the Annual Wage Review 2025-26 for minimum modern award wages.

(c) From the first full pay period to commence on or after 1 July 2027, the wages shall further increase by the same amount as determined by the Annual Wage Review 2026-27 for minimum modern award wages.

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

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

3.4 Leadership Structure

Team Leader

A team leader is an employee appointed by the company to oversee the operation of their designated work area (MAP, Mixing, Packing, Lisarow Carton (Dry goods)).

Indicative tasks include:

- Rosters
- Area set up / shut down
- Packaging quality
- Finished goods quality
- Inventory reconciliation

A team leader shall be employed at level 4 and receive the weekly allowance as set out in table 2.

Second in Charge (2IC)

A 2IC is an employee appointed by the company to support in the smooth operation of their designated work area in the absence of the senior team leaders / team leaders.

Indicative tasks include:

- Assist in set up / shut down
- Break / temporary absence cover for senior team leaders / team leaders

A 2IC is employed at level 3 and receive the weekly allowance as set out in table 2 when performing the role.

Senior Team Leader

A senior team leader is an employee appointed by the company to support the operation of the factory including MAP, Distribution, Production lines and Packing.

Indicative tasks include:

- Rosters
- Line set up / shutdown

- Workforce Dimensions / Kronos reconciliation
- Inventory
- Breaks
- Ensure team members comply to company standards
- Process & Product Quality
- Break cover and absence cover for supervisors

Employees performing this role will be engaged at Level 5 and receive the weekly allowance as set out in table 2.

3.5 Allowances

3.5.1 Fork Lift

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

3.5.2 Meal allowance

An employee required to work overtime for at least one and a half hours on any day (including overtime worked prior to commencement of their ordinary hours), shall be entitled to payment of the meal allowance set out in Annexure A.

3.5.3 First aid allowance

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

3.5.4 Cold work

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

3.5.5 Buddy Allowance

Daily rate to be paid to the persons who have undertaken the Train the Trainer course and then are used when completing on the job training (side by side) with new employees and employees learning new tasks.

3.6 Higher Leadership Duties

An employee filling any of the Leadership roles outlined in 3.4 Leadership Structure for more than 4 hours or more on a day shall be paid at the relevant level and 1/5th of the weekly allowance set out in table 2.

Temporary absence / Break cover means cover for employees who remain on site but are off the production floor on account of training, meetings or breaks, higher duties is not payable in this instance.

3.7 Mixed Functions

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

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

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

3.7.2 An employee who is required to perform on any day, work for which a lower rate of wage than that of their ordinary classification is prescribed will suffer no reduction in pay in consequence thereof.

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

PART 4 - HOURS OF WORK AND OVERTIME

4.1 Ordinary hours of work and rostering

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

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

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

4.1.4 Rostered Days Off

The Employer has a system of working ordinary hours where certain employees work eight ordinary hours per day with the time in excess of seven hours thirty-six minutes being

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

- 4.1.5 For the purposes of 4.1.4 a day worked will include a day of paid personal/carers leave, compassionate leave, jury service leave and paid public holidays but does not include time absent on annual leave, workers compensation or any unpaid leave. Therefore for each day of personal/carers leave, compassionate leave or jury service leave and paid public holidays the employee is paid 7.6 hours pay and 24 minutes is added to the employees RDO accrual.
- 4.1.6 Subject to the provisions of this clause the RDO shall be on a fixed roster prepared by the Employer. The taking of RDOs will be determined within each department.
- 4.1.7 When production requirements necessitates the Employer may direct an employee to take their RDO at an earlier or later time than specified on the RDO roster.
- 4.1.8 Subject to the approval of the Employer an employee may arrange to swap their RDO with another employee provided the Employer's operational requirements are met.
- 4.1.9 At any time an employee may advise the Employer that they will not be taking their RDOs as rostered and will allow their RDOs to accumulate and be paid-out during January of each year or on termination of employment. Once per calendar year an employee may decide to reverse their previous decision and return to taking their RDOs on a roster basis with any accruals to be paid in January.

4.2 Day workers

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

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

For employees on the New Starter Grades 1 and 2 the span of hours will be between 4.00am and 6.00 pm and the shift provisions of 4.3.1 (ii) shall apply from 6.00 pm

4.3 Shift workers

4.3.1 Definitions

For the purposes of this award:

- (i) **Early morning shift** means a shift of ordinary hours commencing at or after 12.00 am (midnight) and before 4.00 am; and
- (ii) **Afternoon shift** means a shift of ordinary hours finishing at or after 7.00 pm or before 1.00am; and

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

Nothing in this clause prevents an employee attending work prior to their normal rostered hours for the purposes of completing overtime prior to their ordinary hours.

For the purposes of the additional week of annual leave provided for in section 87(1)(b) of the Act, a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sunday and Public Holidays

4.3.2 Hours of work

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

4.3.3 Shift rates

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

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

Provided that:

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

4.3.4 Shift notice

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

4.4 Weekend rates

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

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

- (b) 30% of the ordinary time rate for ordinary hours worked on a Saturday for employees engaged on or after 1 March 2017.
- (c) 75% of the ordinary time rate for ordinary hours worked on a Sunday.
- (d) employees on the new starter rate Grade 1 or 2 will be paid an additional amount of 50% of the ordinary time rate for ordinary hours worked on a Saturday

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

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

4.5 Breaks

4.5.1 Meal breaks

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

4.5.2 Rest breaks

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

4.5.3 Crib time

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

4.5.4 Breaks

- (a) Toilet breaks shall be taken only during rostered breaks unless in an emergency situation.

- (b) Leading Hands may document but will monitor breaks taken by employees.
- (c) Leading Hands may provide details of excessive toilet breaks taken to the Medical Centre (First Aid Office).
- (d) Details of excessive breaks taken for non-medical reasons will be referred to Management for counselling of employees involved where necessary. Such counselling may result in a written warning/s being issued and may result in an employee being stood down.
- (e) Following discussions and by mutual agreement the timing and duration of meals and rest periods may be altered provided that the total amount of paid time for such breaks under the Agreement shall not be increased.
- (f) All breaks on Saturday and Sunday overtime are paid breaks.

4.6 Overtime

4.6.1 Payment for working overtime

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

4.6.2 Call-back

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

4.6.3 Employees recognise that the nature of the business is such that they may be required to work overtime when the need arises. As such, employees commit to make themselves available to work such overtime as far as it is reasonable.

Overtime is reasonable in consideration of factors including the employee's personal circumstances, notice provided, needs of the workplace and the usual patterns of work in the industry.

The company will provide notice of intent to work planned overtime no later than 2 hours after the employees start time.

In the event of breakdown or mechanical failure beyond the control of the company, employees will be notified of the requirement to work overtime, and the expected duration of overtime as soon as reasonably practicable.

In other circumstances where overtime is required at short notice, the company will consult with employees in relation to working such overtime.

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

4.7 Rest period after overtime

- 4.7.1 When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
- 4.7.2 An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 4.7.3(a), be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.
- 4.7.3 If on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.
- 4.7.4 The provisions of clause 4.7.2 apply in the case of a shift worker as if eight hours were substituted for 10 hours when overtime is worked:
- (a) for the purpose of changing shift rosters; or
 - (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
 - (c) where a shift is worked by arrangement between the employees themselves.

4.8 Weekend Overtime

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

4.9 Friday Work

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

4.10 Time off in lieu of Payment for Overtime

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

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

PART 5 – LEAVE

5.1 The National Employment Standards

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

5.1.2 Continuous Service

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

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

5.1.3 Restriction While Receiving Workers’ Compensation

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

5.1.4 Notice

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

5.1.5 Documentary Evidence

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

5.2 Annual leave

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

5.2.2 Period of Leave

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

5.2.3 Taking Leave

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

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

- (a) For a close-down for maintenance purposes:
 - a. Employees may be directed to take annual leave or unpaid leave for a maximum of three (3) days per occasion, unless otherwise agreed between the Employer and the majority of employees concerned; and
 - b. The Employer gives not less than four (4) weeks' notice of the intention to close-down where the close-down does not exceed three (3) days;
- (b) For a close-down for installation of machinery:
 - a. Employees may be directed to take annual leave or unpaid leave for a maximum of five (5) days per occasion, unless otherwise agreed between the Employer and the majority of employees concerned; and
 - b. The Employer gives not less than twelve (12) weeks' notice of the intention to close-down where the close-down exceeds three (3) days;
- (c) An employee who has accrued sufficient annual leave to cover the period of the close down is allowed annual leave and also paid for that leave at the appropriate wage; and

- (d) An employee who has not accrued sufficient annual leave to cover part or all of the close down is allowed paid annual leave for the period for which they have accrued sufficient leave, and given unpaid leave for the remainder of the close down; and
- (e) An employee with sufficient annual leave to cover the period of the close down may elect to take unpaid leave for the period of the close down; and
- (f) An employee who has accrued long service leave or time off in lieu of overtime (if applicable) may access such leave during the close down.

5.2.4A Major Plant Upgrade 2025

For the life of this agreement, the following clause shall apply in relation to a one-off installation of the new equipment connected to the upgrade of line 2 'fully cooked line'.

- (a) The company commits to provide employees with 3 months' notice of a confirmed date of the commencement of the installation of such equipment;
- (b) It is expected that the project will take four (4) weeks to complete;
- (c) During this period the company will require employees to take annual leave of periods up to four (4) weeks;
- (d) For the purposes of this clause, employees leave balances will be their balance as at the date the project is confirmed. (ie three months prior to commencement);
- (e) The company will identify and communicate with the Union the number of Full Time Equivalent (FTE) employees who will be required to take paid leave during this period;
- (f) The company will call for volunteers to take leave first;
- (g) Employees with accrued leave balances of greater than six (6) weeks accrued leave may be directed to take up to four (4) weeks annual leave;
- (h) Should additional FTEs be required to take leave, employees with leave balances of four (4) weeks to six (6) weeks will be consulted with in relation to taking up to four (4) weeks annual leave;
- (i) Nothing in this clause prevents two or more employees taking consecutive periods of leave to make up one FTE;
- (j) In such circumstances the company and employees will agree on up to 4 employees taking a period of annual leave of no less than one week on consecutive periods to cover the four week FTE period;
- (k) Employees may refuse this direction however this refusal will generally be on grounds of pre-booked leave three months either side of the project date.

- (l) Clause 5.2.3 shall apply for employees wishing to take annual leave at times other than during the proposed project period.
- (m) Accrued leisure time as defined in 4.1.4 – 9 and Time off In lieu as per 4.10 may be used by employees in addition to their accrued annual leave during the project period subject to operational requirements. The January 2025 RDO cash out will not take place unless so requested by employees;
- (n) In the event that the confirmed start date is changed or is cancelled, booked annual leave will remain in place unless the employee(s) chooses to cancel or postpone the leave. The company will not exert pressure or coerce employees to cancel leave otherwise scheduled during the project period.
- (o) Employees shall be able to accrue TOIL from 1 January 2025 for use during the shutdown period. In the event that the TOIL is not used in the shutdown period or by 1 July 2025 (whichever is later), the TOIL accrued in that period will be cashed out. At the completion of the project the TOIL provisions will revert to clause 4.10.

5.2.5 Payment for Period of Leave

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

5.2.6 Entitlement to cash out annual leave

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

5.2.7 Illness During Annual Leave

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

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

5.3 Personal / Carers Leave

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

5.3.1 Meaning

Personal/carer's leave is:

- (a) paid sick leave taken by an employee (other than a casual employee) because of a personal illness, or injury, of the employee; or
- (b) carer's leave taken by an employee to provide care or support to a member of your immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, of the member; or
 - (ii) an unexpected emergency affecting the member.

5.3.2 Immediate family member

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

5.3.3 Accrual

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

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

5.3.4 Payment

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

5.3.5 Unpaid carer's leave

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

5.4 Compassionate Leave

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

5.4.2 Entitlement

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

5.4.3 Bereavement Leave

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

5.5 Domestic and Family Violence Leave

5.5.1 General Principles

Ingham's recognises that employees may face situations of violence or abuse in their personal life which may affect their attendance and or performance at work. Ingham's is committed to providing support to employees who experience family and domestic violence.

Understanding the traumatic nature of family and domestic violence Ingham's will support any employee having difficulties performing their work as a result of such violence. An employee will not be discriminated against or suffer any adverse action due to their disclosure of, experience of, or perceived experience of family or domestic violence.

5.5.2 Definition of Family or Domestic Violence

For the purposes of this clause, family and domestic violence is defined as any violent, threatening, or abusive behaviour by an employee's Close Relative that seeks to coerce or control the employee and causes the employee harm or to be fearful. For the avoidance of doubt, this definition includes behaviour that:

- Is physically or sexually abusive; or
- Is emotionally or psychologically abusive; or
- Is economically abusive; or

- In any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another Close Relative; or
- Causes a child to hear or witness, or otherwise be exposed to the effects of such behaviour.

A Close Relative of the employee is a person who is a member of the employee's immediate family (as defined under *the Fair Work Act 2009* (Cth)) or is related to the employee according to Aboriginal or Torres Strait Islander Kinship rules.

5.5.3 Family and Domestic Violence Leave

All employees, experiencing family or domestic violence are entitled to a total of 15 days of paid and unpaid Family and Domestic Violence per year comprised as follows:

- days paid leave; and
- days unpaid leave.

A "day" for the purposes of this clause is a rostered day of ordinary hours of work, which is their base rate plus any loadings, allowances, overtime and penalty rates.

5.5.4 Family and Domestic Violence Leave may be taken if:

- an employee is experiencing family and domestic violence; and
- the employee needs to do something to deal with the impact of the family and domestic violence; and
- it is impractical for the employee to do that thing outside of the employee's ordinary hours of work.

5.5.5 For the avoidance of doubt, employees may take Family and Domestic Violence Leave to:

- attend legal proceedings, counselling, appointments with a medical or legal practitioner or police services; or
- relocate or make other safety arrangements; or
- attend to any other activity associated with the experience of family and domestic violence.

Additionally, any employee who provides support to a Close Relative experiencing family and domestic violence is entitled to access Family and Domestic Violence Leave for the purposes of:

- accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner or police services; or
- assisting that person with relocation or other safety arrangements; or
- assisting that person with activities that could support that person including caring for that person's children.

This leave will be in addition to existing leave entitlements, may be taken as consecutive days, single days, part days and can be taken without prior approval subject to the Notice and Evidentiary requirements set out below.

The entitlement of 15 days per year (made up of paid and unpaid leave) will be available in full at the start of each 12 month period of an employee's employment and will not accumulate from year to year. For a casual employee, the start of their employment is taken to be the start of the employee's first employment with the employer.

Any time an employee is on paid or unpaid family or domestic violence leave will not break the employee's continuity of employment.

5.5.6 Notice and Evidentiary Requirements

The employee shall give Ingham's notice of taking the leave (including the expected duration) as soon as reasonably practicable, which may be at a time after the leave has started.

Ingham's will require evidence that would satisfy a reasonable person that the leave is being taken for a purpose prescribed in clause 2 (a) to (b) above. This may include a Notice of Listing to attend a Court proceeding, a statutory declaration or information from a health or legal practitioner or police services.

Ingham's will ensure that any information concerning any notice or evidence provided by the employee is kept confidential, as far as reasonably practicable to do so. For the avoidance of doubt, this clause does not prevent Ingham's from disclosing information provided by the employee as required by law or if this is necessary to protect the life, health or safety of the employee or another person.

5.6 Parental Leave

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

5.7 Primary Carer Annual Leave on Parental Leave

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

- (a) That total period of absence from work, resulting from the combined Annual Leave cannot exceed 52 weeks; and
- (b) Such must be taken in minimum 8 weeks (i.e. 4 weeks Annual Leave at half pay); and
- (c) The employee advises the Employer of her desire to take Annual Leave at half pay as soon as practicable after notifying the Employer of her intention to take Maternity Leave.

5.8 Study Leave

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

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

5.9 Sick Leave pay-out

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

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

5.10 Public Holidays

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

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Monday;
- (e) Anzac Day;
- (f) Monarch's Birthday;
- (g) Eight Hours' Day;
- (h) Christmas Day;
- (i) Boxing Day, and
- (j) Any other Gazetted Public Holiday for the State.

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

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

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

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

5.11 Long Service Leave

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

5.12 Community Service Leave

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

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

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

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

5.12.2 Jury Service

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

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

5.12.3 Voluntary Emergency Management Activity

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

PART 6 - GENERAL

6.1 Training

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

6.2 Workplace Change

6.2.1 In order to meet the demands of the competitive nature of the industry, the Employer will continue to examine the performance of its business functions.

6.2.2 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and if requested by the employee their union representative.

6.2.3 The Employer shall discuss with the employees affected and their representative/s if any, the introduction of the changes referred to in Annexure A hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and if requested by the employee, their union representative in relation to the changes.

6.3 Redundancy

6.3.1 Definitions

- (a) The rate of pay used to calculate one week's pay for weekly employees will be the all-purpose rate currently paid excluding overtime but including penalty rates, and shift premiums and all allowances.
- (b) The rate of pay used to calculate one week's pay for part-time employees shall be as described in (a) averaged over the period of employment.
- (c) A casual employee means an employee who is employed on an hourly basis in accordance with the Agreement. A casual employee is not entitled to any termination payments pursuant to this agreement.
- (d) Work area means a discrete functional or geographical part of the Employer's operations. The determination of a work area is by reference to the management structure and accountabilities and agreement classification.
- (e) Redundancy means a situation where the Employer proposes to permanently cease operating all or part of its business; and this cessation results in one or more full-time or part-time employees becoming surplus to the Employer's labour requirements.

Redundancy does not include:

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

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

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

6.3.2 Steps to Avoid Redundancies

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

- (a) Eliminate or minimise contractors where the work falls within the area of coverage of applicable or agreements. Eliminate the use of employees of labour hire companies.
- (b) Reducing the hours worked by casual employees.
- (c) Reduce the number of casual employees.
- (d) Review acceptable alternative positions which full time or-part-time employees could perform.
- (e) Reduce the number of full-time or part-time employees

- (f) Requiring employees to take accrued annual leave and long service leave.
- (g) No severance payment will be payable where an acceptable alternative role is offered to the employee.

6.3.3 Selection for Redundancies

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

6.3.4 Notice of Redundancy

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

Period of Continuous Service	Period of Notice
Less than 5 years' service	3 weeks
More than 5 years' service	4 weeks
Over 45 years with a minimum of 2 years' service	5 weeks

6.3.5 Payments on Termination of Employment

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

- (a) for employees with at least 12 months continuous service – 4 weeks' pay per year of service, applied on a pro-rata basis of one weeks' pay for each completed three months of service.
- (b) the maximum severance payment for employees 45 years of age and over is 52 weeks. In other cases the maximum payment is 48 weeks.

- (c) accrued annual leave entitlements in accordance with the applicable legislation and/or; and
- (d) accrued long service leave entitlements in accordance with the applicable legislation, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.
- (e) the balance of the employee's sick leave credit and accrued RDO bank.

6.4 Salary Sacrifice Superannuation

6.4.1 Objective

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

6.4.2 Superannuation Guarantee Charge

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

6.4.3 Salary Sacrifice Provisions

- (a) An employee may request that the Employer make additional contributions to the superannuation fund to which employer contributions are being made on his or her behalf. These contributions are distinct from and in addition to employer contributions as defined at 6.4.2. For the purposes of this clause, these additional contributions will be known as "Salary Sacrifice Contributions", and are treated as additional employer contributions under superannuation legislation.
- (b) All arrangements for Salary Sacrifice Contributions are subject to the Employer's approval.
- (c) On each occasion on which the Employer makes a Salary Sacrifice Contribution, that employee's gross earnings shall be reduced by an amount equal to the salary sacrifice contribution. For the purpose of this subclause "occasion" means the calculation and processing of the payroll in accordance with the applicable pay period.
- (d) No employee may have Salary Sacrifice Contributions at a level in excess of 50% of their pre-Salary Sacrifice Contribution gross weekly all purpose rate of pay.
- (e) Employees may arrange to have Salary Sacrifice Contributions made at a set weekly dollar amount.
- (f) Other than in pressing personal circumstances, an employee may not vary their Salary Sacrifice Contributions more than once per annum.

6.4.4 Record of Salary Sacrifice Contribution Arrangements

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

6.4.5 Changes to Applicable Law

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

6.5 Occupational Health and Safety

6.5.1 The Employer recognises safety as an integral part of the organisation's business aims and is committed to providing a safe and healthy workplace for all employees and others on site.

6.5.2 The parties agree to adhere to the Employer's Drug and Alcohol Policy as contained in Annexure C.

6.5.3 The parties are committed to working towards a drug free workplace and in doing so agree to work with the Workplace Health and Safety Committee in developing and implementing strategies to achieve a drug free work environment.

6.6 Security

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

6.7 No Further Claims

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

6.8 Payment of Wages

6.8.1 Wages shall be processed weekly on a day fixed by the Employer. Under normal conditions, employees' pays will be credited to bank accounts no later than midnight on Wednesdays. The Employer will not be responsible for delays in payment due to the EFT system.

6.8.2 Wages will be paid by electronic funds transfer to an account nominated by the employee.

6.8.3 The Employer may change the pay day and make estimates of the employees' prospective earnings in order to overcome difficulties in processing the payroll due to public holidays or other issues beyond its control.

6.8.4 If an employee is underpaid by a net amount equal to or greater than four hours pay, the Employer will ensure that the employee receives the entitled amount. Payment shall be by electronic transfer on the day after the underpayment was reported. If payment is late due

to external issues related to bank transfers and/or agency failure that result in total payroll or large sections being delayed, the Employer will make all efforts to deal with these issues as soon as possible. Consideration will be given to all claims.

- 6.8.5 If an employee is underpaid by a net amount less than the equivalent of four hours pay then the error will be corrected in the pay week following the reporting of the error.
- 6.8.6 At the request of an employee in writing, the Employer will continue to pay an employee on a weekly basis for approved annual leave in lieu of a lump sum in advance. The annual leave loading will also be paid weekly.
- 6.8.7 When a public holiday occurs on a Monday then pay day in that week will be Thursday in lieu of Wednesday to avoid estimating and correcting wages, as is current practice.

6.9 Hazard Analysis and Critical Control Points (HACCP) Plan

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

6.10 Introduction of Change

- 6.10.1 Employer's Duty to Notify
 - (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their representative of requested by an affected employee.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of

employees to other work or location and the restructuring of jobs. Provided that, where the agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

6.10.2 Employer's Duty to Discuss Change

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

6.10.3 Consultation about changes to rosters or hours of work

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

6.11 Workplace Injuries

- 6.11.1 The plant has seen a reduction in workplace injuries and therefore in worker's compensation costs. Even though workers compensation costs remain high, the reduction in costs is recognised. The parties agree to monitor the situation with a view to further reduction in claims and costs.
- 6.11.2 Inghams is fully committed to providing a safe working environment for all employees. In the event of a work related injury/illness we have an injury management system of early intervention to enable you to return to work as soon as medically possible.
- 6.11.3 If an employee is injured or suffers an illness as a direct result of their employment (work related) whether serious or not they need to:
- (a) Seek first aid treatment if required; and
 - (b) Must give notice of the injury/illness as soon as possible to their Supervisor and First Aid Attendant. This can be done verbally or in writing.

6.12 Site Consultative Committee (SCC)

- 6.12.1 The Site Consultative Committee will be made up of representatives from AMIEU delegates and employee representatives from the floor to a maximum number of 6 representatives. The SCC will meet with site management, once every Quarter or more frequently as required, with a maximum of 6 meetings per calendar year, to discuss matters which are affecting site.
- 6.12.2 These meetings are to take place at a time, date and location mutually convenient to all parties represented, with regard to varying shifts, start times and production requirements. No delegate shall be unfairly prejudiced or financially disadvantaged by either having to attend site early or remain late to attend every meeting.
- 6.12.3 The Committee should aim to agree at the commencement of the Agreement on a schedule of meetings for the following 12 months.
- 6.12.4 The purpose of the consultative committee meetings will be to consult about:
- (i) The operation of this Agreement, including any discussions about clauses which require clarification; and
 - (ii) The development of a training program consistent with:
 - Addressing and identifying the current and future skill needs of the enterprise
 - Formulating a training matrix
 - Formulating a training program
 - Participation in training
 - Monitoring and providing feedback regarding the ongoing effectiveness of the training;
 - (iii) Proposed changes to policies/procedures and workplace practices in the workplace more generally.
 - (iii) Review agreed changes after consultation with members regarding overtime guidelines.
 - (i) Review of casuals and casual conversion

(ii) Issues related to the distribution of overtime

6.12.5 Employees with particular experience relevant to a particular issue or set of issues may be invited to attend meetings.

6.12.6 Workforce reviews and updates will form an ongoing agenda item for the site consultative committee. The Workforce Review meetings may include:

- (i) Review of the current 'permanent headcount' numbers and any changes to these.
- (ii) Review the extent to which there are any vacant permanent positions.
- (iii) Monitoring the use of Temporary Workers (Casual Employees, Employees of Labour Hire Agencies and Temporary Permanent Employees) including their hours of work and the nature of work performed.
- (iv) Considering the extent to which any employees who have been engaged by the Company as Casual Employees or Labour Hire Employees on a regular and systematic basis during a period of at least three months (referred to hereafter as 'Eligible Employee') should be:
 - i. Converted to become a Full-Time Employee, having regard to the relevant terms of this Agreement, the number of hours worked by the Eligible Employee, the type of work they have performed, any pattern in their engagements and any outcomes from the Workforce Review generally.
 - ii. Converted to become a Part-Time Employee, having regard to the relevant terms of this Agreement, the number of hours worked by the Eligible Employee, the type of work they have performed, any pattern in their engagements and any outcomes from the Workforce Review generally.
- (v) For the purpose of these Workforce Reviews periods of work performed as a result of covering Employees due to leave should be excluded;

6.13 Union Recognition

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

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

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

6.14 UNION MATTERS

6.14.1 Entitlement to Leave

- (a) During each Calendar year duly elected union delegates shall be allowed a total of 76 hours of work time to attend training courses as provided in sub-clause (b) and union delegate meetings on-site at times agreed with the Plant Manager. The 64 hours is the aggregate

amount for the year for all training and meetings for all union delegates. By agreement with the Company, additional work time may be available for union delegate training, taking into account the amount of work time used, or not used, in previous enterprise agreement years for union delegate training.

(b) Duly elected union delegates shall be allowed leave with pay at the rate prescribed by this agreement (excluding shift penalties or overtime) to attend training courses conducted by the Union, subject to the following conditions:

- i. Not less than four weeks' notice (unless a shorter notice period is agreed) is to be given to the Company of the date of commencement of the training course together with the dates and times when the course is to be conducted, such notice to be endorsed by the Secretary from time to time of the Union.
- ii. The employee provides to the Company satisfactory evidence of attendance at the course.
- iii. That the Company is able to adequately staff operations during such period of leave.
- iv. The total paid training leave shall not exceed the limit of 76 hours specified in sub-clause (a) for meetings and training.

6.14.2 Trade Union Training

- a) Employees shall be entitled to paid trade union training leave in accordance with the provisions of this clause;
- b) Leave is to be confined to work place union delegates or persons who have been elected as work place representatives;
- c) The Company is to be consulted before the nature and content of the particular course to be attended is finalized;
- d) Leave is to be confined to 5 days per year for each employee (described in clause 6.14.1) and is not to be cumulative;
- e) The courses for which leave is granted are those which are conducted by the Union (or its agent) and approved by the Union and the Company as being relevant to the industry.
- f) The employees will be paid at the prescribed base rate.
- g) Applications for leave must be made to the Company one month before the course commences.
- h) The granting of leave is subject to the employer being able to make proper staffing arrangements for the relevant period.

6.14.3 Leave to Attend Union Business

- a) The Company may grant leave without loss of pay to elected Union Delegates to attend Union business on site and may grant paid leave to attend Union business off site (i.e. committee of management meetings, industrial tribunal hearings).
- b) The granting of leave is subject to the employer being able to make proper staffing arrangements for the relevant period.

6.15 Induction of New Employees

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

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

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


6.16 Delegate Rights

This clause shall be read in conjunction with the model delegates rights clause as set out in the Poultry Processing Award 2020. To the extent of any inconsistency between the Award and the clause above, the more favourable entitlement shall apply.

SIGNATORIES:

For and on behalf of
Inghams Enterprises Pty Limited

ABN: 20 008 447 345


(Signature)

Position: People & Performance Manager -
Operations

Full Name: Matt Skinner


Address: Level 4, 1 Julius Ave

North Ryde NSW 2116

Date signed: 23 October 2024

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

ABN: 93 459 676 279


(Signature)

Position: Branch Secretary

Full Name: Justin Smith

Address: 13/26 Bglook Drive

Beresfield NSW 2322

Date signed: 23/10/24

ANNEXURE A

RATES OF PAY & ALLOWANCES

The following wage rates and allowances shall apply from the beginning of the first pay period to commence on or after the dates specified at the top of each column. For employees employed by the employer as at the date the agreement is made, the first wage increase in Table 1 shall be back-dated to the first full pay period to commence on or after 31 August 2024.

Process Employees	Full time weekly rate	Casual hourly rate	Full time weekly rate	Casual hourly rate	Full time weekly rate	Casual hourly rate	Full time weekly rate	Casual hourly rate
	Current Rate		5% increase		4% increase		4% increase	
	31/08/23		31/08/24		31/08/25		31/08/26	
Level 1	\$973.53	\$31.00	\$1,022.21	\$32.55	\$1,063.09	\$33.85	\$1,105.62	\$35.21
Level 2	\$998.55	\$31.80	\$1,048.48	\$33.39	\$1,090.42	\$34.73	\$1,134.03	\$36.11
Level 3	\$1,057.81	\$33.68	\$1,110.70	\$35.36	\$1,155.13	\$36.78	\$1,201.33	\$38.25
Level 4	\$1,076.99	\$34.29	\$1,130.84	\$36.00	\$1,176.07	\$37.44	\$1,223.12	\$38.94
Level 5	\$1,093.64	\$34.82	\$1,148.32	\$36.56	\$1,194.25	\$38.02	\$1,242.03	\$39.54
Level 6	\$1,127.79	\$35.91	\$1,184.18	\$37.71	\$1,231.55	\$39.21	\$1,280.81	\$40.78

Table 1

Table 2

Allowances	Frequency	Current	31/08/24	31/08/25	31/08/26
First Aid	Per Week	\$25.46	\$26.73	\$27.80	\$28.91
Occupational First Aid	Per Week	\$45.53	\$47.81	\$49.72	\$51.71
Meal Allowance	Per occasion	\$16.14	\$16.95	\$17.62	\$18.33
Forklift Allowance	Per Day	\$5.72	\$6.01	\$6.25	\$6.50
Senior Team Leader	Per Week	\$191.98	\$201.58	\$209.64	\$218.03
Team Leader	Per Week	\$86.39	\$90.71	\$94.34	\$98.11
Second in charge 2IC	Per Week	New	\$50.00	\$52.00	\$54.08
Chiller < -4° c	per hour	\$0.29	\$0.30	\$0.32	\$0.33
Freezer < -20° c	per hour	\$1.87	\$1.96	\$2.04	\$2.12
Buddy Allowance	per day	n/a	\$5.00	\$5.20	\$5.41

DRUG & ALCOHOL POLICY**Introduction**

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

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

POLICY SUMMARY

1. Ingham's is committed to providing and maintaining a healthy and safe work environment for all workplace participants.
2. All workplace participants at Ingham's must be fit to perform their duties safely and competently at all times, free from the effects of alcohol or drug use.
3. All workplace participants are prohibited from the following:
 - Being under the influence of illegal drugs, synthetic drugs and/or alcohol while on an Ingham's site or while performing duties for Ingham's; and
 - Using, possessing, selling or purchasing illegal or synthetic drugs while on an Ingham's site or while performing duties for Ingham's; and
 - Being under the influence of prescription or pharmacy drugs, subject to section 11.0 of this Policy;
 - The unauthorised use, consumption, possession, selling or purchasing of prescription and pharmacy drugs and/or alcohol while on an Ingham's site or while performing duties for Ingham's.
4. Workplace participants may be subject to drug and alcohol testing on the following basis:
 - During the recruitment process (pre-employment testing);
 - Following a serious safety incident or accident (post-incident/accident testing);
 - When a person is behaving in a way consistent with being under the influence of drugs and/or alcohol (reasonable cause testing);
 - On a random basis (random testing);
 - When drugs and/or alcohol are found or reliable evidence suggests that drugs and/or alcohol are in use in the workplace (reliable evidence testing); and
 - On returning to work following a positive drug test result or an alcohol test result in excess of the limits in this Policy (return to work testing).
5. All drug and alcohol testing is carried out through external providers. The approved providers and their contact details are outlined in this Policy.
6. All workplace participants must be aware that:
 - If they drink alcohol; and/or
 - If they use illegal or synthetic drugs or if they abuse prescription or pharmacy drugs at any time;they are at risk of breaching this Policy as they may not be fit to perform their duties safely and competently at all times. It is a workplace participant's responsibility to ensure that if they drink alcohol outside of working hours, that they are not under the influence when commencing work.

This includes, but is not limited to, drinking to moderation and not drinking immediately prior to starting work.

7. A breach of this Policy may result in disciplinary action, including up to the termination of the employment or engagement of the workplace participant concerned.
8. If a workplace participant is concerned that they may have a problem with alcohol or drug use, they are encouraged to seek counselling or medical assistance. Ingham's offers employee assistance programs through an external provider called Assure Programs. The contact details for Assure Programs are outlined in this Policy.

26 November 2024

IN THE FAIR WORK COMMISSION



FWC Matter No.:

Re: AG 2024/4212 - Application by Inghams Enterprises Pty Limited

Applicant: Inghams Enterprises Pty Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Matt Skinner, People & Performance Manager – Operations, have the authority given to me by Inghams Enterprises Pty Limited to give the following undertakings with respect to the Inghams Enterprises (Lisarow) Enterprise Agreement 2024 ("the Agreement"):

1. In addition to the practical effect of clause 1.5 regarding NES precedence, the following clause is to be added at 2.4.8

(3) Subsection (1) and (2) apply to Casual employees engaged prior to August 2024. Employees engaged after August 2024 shall have the right to provide notice to the Company to change their employment status from casual to permanent at any time following their 6 month anniversary.

(4) The company will respond to this notice within 21 days of receipt of this notice with an outcome in accordance with the NES provisions.

2. Clause 2.7.1 add *"if the employee is unable to notify the company of their absence 1 hour prior to start time, they must notify the Company as soon as reasonably practicable, which may be after the leave has commenced."*

3. At Clause 5.2 add

"5.2.8 for the purposes of the 5th week of annual leave provided in the NES a shiftworker is a 7 day shiftworker who is regularly rostered to work on Sundays and Public Holidays."

4. At clause 5.4 add

"5.4.4 Compassionate leave is also paid when the employee or a member of their immediate family as defined above suffers a miscarriage or gives birth to a stillborn child."

5. At 5.5.3 the clause is to read:

- 10 days paid leave; and
- 5 days unpaid leave

6. At 2.3 add

"2.3.6 A part time employee will be provided no less than 48 hours notice of a change to their rostered hours of work"

Inghams Enterprise Pty Limited

ACN 162 709 506 | Level 4, 1 Julius Avenue, North Ryde NSW 2113, Australia

Locked Bag 2039, North Ryde NSW 1670, Australia

www.ingham.com.au



7. Clause 5.10.2 is amended to read *"all time worked by full time or part time employees on any of the days..."*

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Regards,

A handwritten signature in black ink, appearing to be "MS", written over a light blue horizontal line.

Matt Skinner
People & Performance Manager – Operations

Inghams Enterprise Pty Limited

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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.

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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.

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- (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.