



**INGHAMS ENTERPRISES (MURARRIE & HEMMANT)**  
**ENTERPRISE AGREEMENT 2016**

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## 1.2 Application

This Agreement shall apply to the following Inghams Enterprises Pty Ltd operations in respect to all employees for whom rates of pay and classifications appear herein;

- Processing Facility at 50 Goodman Place , Murarrie, Queensland, 4172,
- Distribution Centre, 1201 Lytton Road, Hemmant Queensland;

## 1.3 Parties Covered

- (1) Inghams Enterprises Pty Ltd; (“the Employer” or “Company”)
- (2) All employees of the Company’s working at the operations as listed in Clause 1.2 for whom rates of pay and classifications appear herein.
- (3) This Agreement, on approval by the Fair Work Commission, and subject to the requirements of s201(2) of the Act, shall cover the Australasian Meat Industry Employees Union.

## 1.4 Date and Period of Operation

This Agreement shall operate from the date 7 days after it is approved by the Fair Work Commission and shall remain in force for a period of 4 years from the date the agreement is made.

## 1.5 Definitions

- (1) The "Act" means the Fair Work Act 2009 as amended or replaced from time to time.
- (2) "FWC" means the Fair Work Commission .
- (3) "Ordinary Working Hours" shall, except where otherwise provided herein, be any 7.6 hours between the ordinary starting time and the ordinary ceasing time on any day, except meal times.
- (4) "Ordinary Rate" means the amount per week as prescribed by this Agreement for the appropriate classification, and where required as an hourly rate, the above amount divided by the number of ordinary hours prescribed by this Agreement.
- (5) "Ordinary Pay" means the amount of wages paid to an employee by an employer, excluding any penalty payments.
- (6) "Outside Ordinary Working Hours" on any day means between midnight the previous day and ordinary starting time, and/or between the ordinary ceasing time and midnight.
- (7) “Significant Effects” includes 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 or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect

- (8) "Union" means the Australasian Meat Industry Union of Employees (Queensland Branch).
- (9) "Week Days" - Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays.
- (10) "A Week" means Monday to Friday, inclusive except where otherwise provided herein.

- (11) "A Day's Work" means 7.6 hours or as otherwise permitted by clause 5.1 (Hours).
- (12) "Full Time Employee" means an employee, other than a casual employee, engaged on a full time basis to work an average of 38 ordinary hours per week.
- (13) "Mutually Agreed" or "Mutual Arrangement" means agreement between the Company and the majority of employees in the workplace, or a section or sections of it who will be affected by the agreement.
- (14) "9.5 Ordinary hour day roster" means employees working 9.5 ordinary hours per day on 4 out of 5 days per week.

## **1.6 Flexibility Provision**

- (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.
- (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.
- (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.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (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 – CONSULTATION AND DISPUTE RESOLUTION**

### **2.1 Disputes Procedure**

- (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 in relation to matters contained in this Agreement and the National Employment Standards.
  - (b) The parties to a dispute must genuinely attempt to resolve the dispute at the workplace. This may involve the affected employee first discussing the matter in dispute with their supervisor, then with more senior management.
- (2) Where the matter cannot be resolved at the workplace level
- (a) If a dispute about a matter or matters arising under this agreement is unable to be resolved at the workplace level, and all the agreed steps for resolving it have been taken, the matter(s) in dispute may be referred to the Fair Work Commission (FWC), or a nominated member of FWC, for Conciliation.
  - (b) Before conciliation, FWC may confer informally with the parties about matters of procedure, such as:
    - the presentation of each side’s position (whether oral or in writing);
    - confidentiality requirements;
    - representation at the conciliation;
    - timing, location and duration of the conciliation;
    - whether a telephone conference is all that is needed in the first instance; and
    - any further particulars about the Commission’s role in relation to establishing procedures.
  - (c) Subject to the preceding clause, it is agreed that FWC will observe confidentiality about all aspects of the matters in dispute and may do such things as:
    - help the parties identify and define the matter(s) in dispute;
    - help the parties to develop a procedure which is aimed at achieving resolution of the dispute quickly, fairly and cost-effectively;
    - where appropriate, suggest particular dispute resolution techniques for individual issues aimed at narrowing the matter(s) in dispute quickly, fairly and cost-effectively; and
    - act as the facilitator of direct negotiations between the parties.

- (d) The parties may agree that during the conciliation process, FWC may, at its discretion, discuss the matter in dispute privately with any of the parties to the dispute or their representatives. FWC shall keep confidential the content of any such discussion, and shall not expressly or impliedly convey the content of such discussion (or part thereof) unless specifically authorised by the parties to do so.
  - (e) If the matter(s) in dispute remain unresolved the parties may agree to allow FWC to make a formal determination.
  - (f) The parties agree to abide by the determination.
  - (g) Before making its determination FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute. In making its determination FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in mediation.
  - (h) FWC can make and issue directions in relation to the process leading to its determination and the parties will abide by those directions.
  - (i) FWC will provide the determination in writing to the parties as quickly as practicable after hearing the parties. A determination of the disputed matter or matters will not constitute an order by FWC under the Act.
  - (j) An employee may be represented by the Union or other representative of their choice at all stages during this process.
- (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.

## **2.2 No Further Claims**

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

### **2.3 Consultation**

- (1) Where the Company 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 Company shall notify the employees who may be affected by the proposed changes and if requested by the employees, their Union.
- (2) The Company shall discuss with the employees affected the introduction of the changes referred above, 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/or their Union in relation to the changes.
- (3) **Changes to Regular Roster or Ordinary Hours of Work**
  - (a) Where the Company proposes to change an employee's regular roster or ordinary hours of work, the Company must consult with the employee or employees affected and their representatives, if any, about the proposed change.
  - (b) The Company shall:
    - (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.
- (4) Employees may be represented for the purposes of the abovementioned discussions.

### **2.4 Consultative Committee**

- (1) A Consultative Committee of the parties covered by this Agreement has been established for the purpose of maintaining ongoing discussion and consultation of workplace issues.
- (2) The Consultative Committee established as part of the Collective Agreement process will continue to identify and monitor agreed performance measures. The Consultative Committee will meet at least every second month to discuss those measures and other workplace matters.
- (3) During the life of this agreement further improvements in productivity, efficiency and flexibility in matters within the terms of the Agreement, may be implemented, after consultation and Agreement with the employees involved.

## **PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT**

### **3.1 Casuals**

- (1) A casual employee is an employee engaged and paid as such. A casual employee shall be paid one-thirty-eighth of the weekly rate for a full time employee plus a loading of 23% for ordinary hours worked. Provided that for employees being paid the “new employee” rate in clause 4.1(6) of the Agreement the loading shall be 25%. The casual rate includes payment for annual leave, personal/carers leave, public holidays and other paid leave (except long service leave) that the employee would be entitled to under the agreement if they were employed on a full time or part-time basis.
- (2) Casual employees may be required by the Company to work the same hours each day as full time permanent employees and casual employees shall work in accordance with such requirements. Provided that no casual shall be paid less than four ordinary hours per engagement.;
- (3) Casual employees shall be paid their ordinary rate of pay plus the casual loading whilst they are working ordinary hours as specified for the section of the plant in which they are working.
- (4) The calculation of overtime payments for casuals will be on a daily basis and each day will stand alone except if the overtime commences on one day and extends into the following day.
- (5) Casual employees shall be paid the same overtime and other penalty rates as full time permanent employees in the equivalent classification. (i.e. without the casual loading).
- (6) The Company is committed to providing permanent employment to all employees. Availability and potential to offer such permanent employment shall be pursued having regard to the operational requirements of the Company. The Company shall maintain a minimum of 70% of the employees covered by the Agreement in either full-time or part-time employment.

### **3.2 Permanent Part-Time Employees**

- (1) A regular part-time worker is an employee on a weekly contract of service who is required to work up to a maximum of 38 ordinary hours per week, provided that the employee shall be entitled to be rostered for a minimum of 4 hours for each day the worker is required to work.
- (2) A part-time employee shall be paid an hourly rate of 1/38<sup>th</sup> of the appropriate weekly wage rate of a full time employee as well as any other penalty payment or shift payment payable in accordance with the relevant clause.
- (3) A part-time employee’s entitlement to pro-rata annual leave (in hours) shall be calculated by multiplying the ordinary hours worked in each week by .0769.
- (4) Part-time employees shall receive pro-rata payment for any other entitlements proportionate to the hours worked by full time employees.
- (5) A part-time employee shall be entitled to be rostered for a minimum of 20 hours per week.

### **3.3 Junior Employees**

<b>Age</b>	<b>Percentage of appropriate adult classification</b>
Under 16 years	60
16 years and under 17 years	70
17 years and under 18 years	80



Junior rates shall be calculated in multiples of 10 cents with any result of 5 cents or more being taken to the next highest 10 cent multiple.

### **3.4 Incidental And Peripheral Tasks**

- (1) An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- (2) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- (3) Any direction issued by an employer pursuant to this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### **3.5 Abandonment Of Employment**

An employee who is absent from work for 3 consecutive working days without notifying Inghams shall be assumed to have abandoned their employment. If within a further period of 7 days the employee has not satisfied the Company that there was a reasonable excuse for their absence then their employment shall be deemed to have been terminated from the first day of absence.

### **3.6 Absence From Work**

- (1) An employee who does not attend work for rostered ordinary hours shall:
  - (a) Notify the Company before start time or as soon as possible of the reason for the absence, including if it is for a work related injury and the expected duration of the absence. The employee shall keep the employer informed as to the expected date of return to work.
  - (b) Upon return to work complete an "Employee Leave" form indicating whether the employee is claiming paid personal/carers leave for the absence.
  - (c) If the absence is for 2 or more consecutive days or where the employee has already had 6 single day absences in any anniversary year on account of illness or injury, produce a certificate from a duly qualified medical practitioner stating that in the medical practitioner's opinion
    - (i) the employee is, was, will be unfit for work during the period because of personal illness or injury or;
    - (ii) the employee's immediate family member had, has, or will have a personal illness or injury during the period.
  - (d) If the employee cannot obtain a medical certificate a statutory declaration will be considered acceptable.

**IMPORTANT:** Making a false statement in a statutory declaration is an offence and can attract severe penalties including imprisonment.

- (e) The employee's failure to produce a medical certificate or a statutory declaration as required by this Agreement shall result in the absence being classified as an unauthorised absence.

- (2) Where an employee has:
- (a) been absent from duty in a manner which is systematic or exhibits a pattern;
  - (b) has exceeded their paid personal/carers leave entitlement without due cause or satisfactory evidence of the injury or illness; or
  - (c) been absent on unauthorised absences; or
  - (d) failed to promptly notify the employer of expected absences as per (1)(a) above;
- then the disciplinary procedure in sub-clause (3) shall apply.
- (3) In the case of unsatisfactory absenteeism as outlined in (2) above then the following procedure shall apply. At all steps an employee may be accompanied by another employee of their choice or a union delegate.
- (a) In the first instance informal counselling from their Supervisor shall occur including providing reasons for the counselling.
  - (b) If there is a further instance of unsatisfactory conduct then a written warning will be issued stating the exact nature of the warning and the instances leading to its issue. If an employee does not re-offend for a period of 12 months then the written warning shall be disregarded for the purposes of this clause.
  - (c) If there is a further instance of unsatisfactory conduct then a final written warning will be issued stating the instances leading to its issue and that further absences without an explanation satisfactory to the Company could lead to termination of employment. If the employee fails to comply with this warning, then the employment may be terminated by the Company.
- (4) In the application of this clause the Company will ensure that manning to critical areas is maintained. However, the Company reserves the right to allocate labour on the basis of production demands. In this context it is essential that total flexibility is maintained to ensure customer requirements are met.

### 3.7 Notice Of Termination

- (1) The employer may dismiss an employee only if the employee has been given the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (2) In addition to the notice in (1) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (3) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (4) In calculating any payment in lieu of notice the amount payable to an employee will be the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.
- (5) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### 3.7.1 Notice of termination by employee

The notice (or forfeiture of wages in lieu of such notice) of termination required to be given by an employee shall be:

Less than one year service	1 weeks' notice
More than one year service	2 weeks' notice

Provided that the employer and employee may agree in writing to a lesser period of notice.

#### 3.7.2 Time off during notice period

Where an employee has been terminated through no fault of their own (e.g. redundancy or incapacity), during the period of notice of termination given by the employer, such employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

#### 3.7.3 Suspension From Duty

An employee accused of misconduct may be suspended by the Company 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.

#### 3.7.4 Stand Down

An employer may stand down an employee without pay during a period in which the employee cannot usefully be employed because of industrial action, a breakdown of machinery or equipment, if the employer cannot reasonably be held responsible for the breakdown and any stoppage of work for any cause for which the employer cannot reasonably be held responsible. If work is available it must be provided to employees before they are stood down.

### 3.7.8 Redundancy

- (1) In addition to the period of notice prescribed for ordinary termination in clause 3.7.1, an employee whose employment is terminated on account of redundancy, shall be entitled to severance pay as follows:-

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
Less than one year	Nil
1 year but less than two years	4 weeks' pay
2 years but less than three years	6 weeks' pay
3 years but less than four years	7 weeks' pay
4 years and over	2 weeks' pay per year of service to a maximum of 30 weeks' pay.

- (2) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct or in the case of casual employees, or employees engaged for a specific period of time or for a specific task or tasks.
- (3) The process for deciding who shall be made redundant shall have regard to the seniority provisions attached as appendix 1.
- (4) Employee Leaving During Notice

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the Company until the expiration of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

- (5) Statement of Employment

The Company shall, upon receipt of a request from an employee whose employment has been terminated on account of redundancy, provide to the employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the employee.

- (6) Alternative Employment

The employer, in a particular case, may make application to the FWC to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

- (7) Employees with Less Than One Year of Service

This clause does not apply, where employees have less than 1 year's continuous service. The general obligation of the Company will be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

**PART 4 – WAGES AND RELATIONS MATTERS**

**4.1 Wages**

(1) Weekly wage rates of pay of permanent full time adult employees covered by this Agreement are set out below and shall be payable in accordance with the terms of this Clause.

<b>Employee Classification Level</b>	<b>Column 1 3.00% Increase \$ Per Week</b>	<b>Column 2 2.75% Increase \$ per week</b>	<b>Column 3 2.75% Increase \$ Per Week</b>	<b>Column 4 2.75% Increase \$ Per Week</b>
Process Employee 1	\$960.68	\$987.10	\$1,014.25	\$1,042.14
Process Employee 2	\$935.80	\$961.53	\$987.97	\$1,015.14
Process Employee 3	\$925.14	\$950.58	\$976.72	\$1,003.58
Process Employee 4	\$909.18	\$934.18	\$959.87	\$986.27
Process Employee 5	\$850.04	\$873.42	\$897.44	\$922.12

- (2) The weekly rate shown in Column 1 shall be from the date the Agreement is lodged with the Fair Work Commission. Provided that for employees employed by the employer at the date the Agreement is approved by a ballot of employees the wages shall operate from the beginning of the first pay period to commence on or after 1 July 2016.
- (3) The weekly rate shown in Column 2 shall be payable from the beginning of the first full pay period commencing on or after 1 July 2017.
- (4) The weekly rate shown in Column 3 shall be payable from the beginning of the first full pay period commencing on or after 1 July 2018.
- (5) The weekly rate shown in Column 4 shall be payable from the beginning of the first full pay period commencing on or after 1 July 2019.
- (6) Notwithstanding the provisions of sub-clause (1) above the following wages rates shall apply to employees engaged after the date the agreement is made for the first twelve months of their employment. Provided that not more than 30% of employees covered by the agreement may be engaged on the “new employee” rates at any one time. A report on the total number of employees employed under the Agreement and the total number of employees on the “new employee” rate shall be provided to the Consultative Committee at its scheduled meetings.

<b>New Employee</b>	<b>Column 1 \$ Per Week</b>	<b>Column 2 \$ per week</b>	<b>Column 3 \$ Per Week</b>	<b>Column 4 \$ Per Week</b>
First 3 months employment	\$730.10			
After 3 months and up to 12 months employment	\$783.56	\$805.11	\$827.25	\$850.00

- (7) The weekly rate in Column 1 for a New Employee – first 3 months of employment shall be increased in line with the percentage increase in the Poultry Processing Award Level 1 classification as determined in the Annual Wage Review in 2017, 2018 and 2019.
- (8) The operative dates of the weekly rates for a New Employee – After 3 months and up to 12 months Employment shall be as provided in sub-clauses (3) (4) and (5) of this Clause 4.1 Wages.

#### 4.2 Allowances

- (1) A full schedule of the allowances payable under this agreement is set out in Annexure B.
- (2) Employees who work for a minimum of thirty-five minutes continuously in the "ageing chiller" shall be paid an allowance (refer to Annexure B) per hour for each hour or part hour thereof for work in that chiller.
- (3) Employees working in the "crate wash" shall be paid an allowance of (refer to Annexure B) for each hour worked in compensation for all disabilities associated with work in this area.
- (4) Employees engaged in "live bird hanging" shall be paid an allowance of (refer to Annexure B) per hour for all time so engaged.
- (5) Employees who are designated cleaners and who are paid at level 2 or below and who use cleaning chemicals for 4 hours or more during their shift shall be paid an allowance of (refer to Annexure B) per hour.
- (6) A cold work allowance is payable to an employee working in a place where the temperature is reduced by artificial means as follows:

Temperature	\$ per hour
From +2 degrees C to minus 2 degrees C	See Annexure B
From minus 15 degrees C to minus 19 degrees C	See Annexure B
Below minus 19 degrees C	See Annexure B

Notwithstanding the introduction of the above schedule any employee who is being paid the rate of 92 cents per hour as at 1 July 2016 shall be entitled to continue to receive that rate while working in distribution.

- (7) Forklift drivers shall be paid an additional (refer to Annexure B) per week, provided that this allowance does not apply to pallet truck operators.
- (8) Employees working in the inedible offal room shall be paid an additional allowance (refer to Annexure B) per hour.
- (9) Employees appointed by the Company as an "On The Job Trainer" shall receive an allowance of \$50.00 per week while performing such training.
- (10) Employees who are engaged as Forklift drivers shall be reimbursed the cost of their forklift licence renewal upon presentation of appropriate receipts.

#### 4.3 Leading Hands

- (1) A leading hand is an employee appointed and allocated responsibilities by the employer to assist in the good order of work flow in an operating area.
- (2) Leading hands shall be responsible to supervisors for the maintenance of quality control, safe work procedures and company policy.
- (3) Leading hands - Employees appointed by the employer to occupy the position of leading hand shall be paid at level 1 in addition to receiving an allowance of \$75.00 per week.

#### **4.3A Team Leader**

- (1) A team leader is an employee appointed as such by the Company and whose primary role is to be responsible for leading a team of employees and ensuring delivery of key business outcomes as detailed in the specific Role Description for each section of the plant. The Role Description will include individual accountabilities, leadership behaviours and specific measures for success.
- (2) An employees appointed by the Company as a Team Leader shall be paid an allowance of \$100 per week (to cover 38 ordinary hours and reasonable addition hours) in addition to the Level 1 rate in the agreement. An employee appointed to cover for a Team Leader for not less than a full day shall be paid the allowance on a pro-rata basis.
- (3) Where a leading hand does not apply for a position of Team Leader or is unsuccessful in their applicant for such a position the employee shall continue to be paid the Level 1 rate for a further three months from the date of appointment of the Team Leader and immediately thereafter revert to the wage level appropriate to the classification in which they are then working. The leading hand allowance will cease to be paid when the Team Leader is appointed.

#### **4.4 Classifications**

- (1) Process employee level 5

New employee with less than 500 ordinary hours experience:

Skills/duties

- Undertakes structured induction training.
- Works under direct supervision, either individually or in a team environment.
- Undertakes training in company quality systems, including HAACP.
- Exercises minimum discretion.
- Undertakes training for any task. This may involve training in more than one specific area depending on the employees application to that/these tasks.

Promotional criteria

An employee remains at this level for the first 500 ordinary hours or until they are capable of effectively performing the tasks required of this function so as to enable them to progress to a higher level as a position becomes available.

- (2) Process employee level 4

Skills/duties

- Responsible for the quality of their work within this level.
- Undertakes duties in a safe and responsible manner.
- Exercises minimal judgment.

Indicative of the tasks which an employee may perform are the following:

- (a) Launder of protective clothing in the factory environs.
- (b) Cleaning the amenities, canteen and general processing areas.
- (c) General gardening and cleaning around work place areas.
- (d) Making cartons.

(3) Process employee level 3

Skills/duties

- Responsible for the quality of their own work within this level.
- Will be required to have a working knowledge of company quality systems, including HAACP.
- Works in a team environment.

Indicative of the tasks which an employee may perform are the following:

- (a) Back-up to automatic evisceration.
- (b) Except as elsewhere provided, employees whose principal duties include all work after the evisceration section up to entry into a permanent cold storage area.
- (c) Process material handling.
- (d) General work associated with the preparation, packing and storage of cooked and uncooked processed poultry products using steam and/or other means of heating.
- (e) All mincing, filling, debone and skinning machine operation, flavour injector, and mixer.
- (f) May be required to obtain licence to operate forklift or to perform basic maintenance procedure.
- (g) Scissor Sharpening

(4) Process employee level 2

Skills/duties

- Responsible for the quality of their own work within this level.
- Will be required to have a working knowledge of company quality systems, including HAACP.
- Works in a team environment.

Indicative of the tasks which an employee may perform are the following:

- (a) All tasks associated with storage and retrieval of finished poultry products to or from freezing chambers as a part of their load checking duties.
- (b) All tasks associated with hanging live birds, back-up kill and manual evisceration.
- (c) Adult employees driving a semi-trailer of any capacity within plant environs, loading and unloading the vehicle, monitoring livestock cooling devices and completes records as required.
- (d) May be required to be licensed to operate forklift or to perform basic maintenance procedure.
- (e) A specialist cleaner using steam and chemicals to sanitise food processing equipment after the processing is completed.
- (f) Setting up the Overhead Cut Up Line at the commencement of a shift and acceptance of responsibility for the correct operation of such machine during a shift. Only one person per shift shall be so classified.
- (g) Meyn/LINCO computer operator
- (h) Rehang following spin chill
- (i) Fully trained price labelling operators
- (j) Employees performing the "S" cut on whole legs for the mechanical leg de-boner or Kiev trimming & pocketing



(5) Process employee level 1

Skills/duties

- Responsible for the quality of their own work within this level.
- Will be required to have a working knowledge of company quality systems, including HAACP.
- Works in a team environment.
- Demonstrated ability to exercise the skills required for the indicative tasks outlined below.

Indicative of the tasks which an employee may perform are the following:

- (a) Deboning poultry with a knife on a chain or bench, manual circular knife operation, manual band saw operation.
- (b) Product recording, having attained the appropriate industry standard.
- (c) Quality Assurance who has attained appropriate industry qualifications.
- (d) Knife sharpening including KST testing.
- (e) Rendering or digestion operations.
- (f) Work in the Pet Food/Chilled Chicken.
- (g) Performance of the full range of duties on the Mezzanine Floor.
- (h) Operation of the QC in Weigh Label Machine in despatch (This level is paid only when engaged in performing this task on an hourly basis).
- (i) MRT operator.
- (j) Storeman in Dry Goods store with full responsibilities.
- (k) Machine minders (operator maintainers) with appropriate maintenance knowledge and skills who have been trained and are authorised to perform the following:
  - i. Conduct basic daily/weekly equipment maintenance tasks  
Communicate effectively with designated maintenance fitters on equipment performance and servicing needs  
Operate equipment and optimise settings for optimum performance
  - ii. Participation in the installation and testing of the machine, pre-operation;
  - iii. Resolution of minor breakdowns, including troubleshooting;
  - iv. Overhaul and disassembly of the machine;
  - v. Emergency device (e-stop) checks;
  - vii. Complete lock-out, tag-out procedures.

Examples of machines where a Machine Minders (Operator maintainers) would be assigned are: Rapid de-boners, Leg de-boners, CO2 stunner line 1 and Multivac top sealers.

- (6) Subject to operational requirements, an employee may request and the employer may agree to transfer the employee to another section of the plant. Such a move would also be conditional on the employee being suitable for work in the new area. This clause shall not prevent the employer from deploying labour according to its operational needs.
- (7) Employees appointed to assist the Quality Assurance Officer shall be paid at the level 1 rate under the Agreement, irrespective of whether they have formal accreditation or equivalent in-house training.
- (8) Employees engaged in manual handling areas of the plant prior to 1 April 2002 shall retain their Level 2 classification whilst so engaged.

(9) Promotional criteria (applicable to all levels)

An employee remains at a classification level until they have developed the skills to allow the employee to effectively perform the tasks required at that level 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.

#### **4.5 Mixed Functions**

An employee shall be paid at their normal classification rate of wage for the whole of the day's work unless the following applies.

Where an employee is required by the employer to perform on any day work for which a higher rate of wage is prescribed, and this is not for the purposes of training, shall be paid as follows:

- (i) If more than 4 hours on any day the higher rate for the whole of such day.
- (ii) If 4 hours or less then payment of the higher rate for 4 hours.

#### **4.6 Payment of Wages**

Payment of wages is by electronic funds transfer. In instances of late payment of wages and it is proved that the company is at fault, then the Company will reimburse the employee any dishonour fee charged by the bank. The employee shall provide a copy of bank statement to support any claim for reimbursement of the fee.

### **PART 5 – HOURS OF WORK**

#### **5.1 Ordinary Hours**

- (1) The ordinary hours of work for day workers shall be worked between 5.00 am and 7.00 pm or such other spread of hours as is mutually agreed between the Company and the employees in a section of the Plant. Provided that when working a "9.5 ordinary hour day" roster the ordinary hours of work for day workers may be worked between 4 am and 7 pm.
- (2) Ordinary hours of up to 9.5 hours per day may be worked on any days Monday to Friday subject to clause 1.5(14). Provided that for processing employees who commenced employment with Inghams after 1 July 2013 and for distribution employees who commenced employment with Inghams on or after 3 May 2002 ordinary hours of up to 10 hours per day may be worked on any days Monday to Sunday. Unless otherwise agreed an employee's ordinary hours roster shall include two consecutive days' off.
- (3) Where a Saturday or Sunday forms part of the ordinary hours work roster a 30% loading will be applied to the ordinary hours worked on the Saturday or Sunday. This allowance shall be added to a shift penalty rate where applicable except for an afternoon shift that commences on a Friday.
- (4) By mutual agreement between the employer and employee any processing or distribution employee who commenced their employment with Inghams prior 1 July 2013 and 3 May 2002 respectively may work in accordance with the provisions of this sub-clause (2) and (3).in respect to Saturday and Sunday work.
- (5) Departmental starting times may be altered at the employer's discretion with 36 hours' notice for day shift employees. 48 hours' notice is required for afternoon and night shift employees. Where the employer is made aware of family responsibilities of employees which would make compliance with a change to departmental starting times on such notice unreasonable, 1 weeks' notice shall be provided for such changes.

- (6) Subject to mutual agreement, ordinary hours of work shall be an average of 38 hours per week over an agreed work cycle.
- (7) Payment of wages shall be by the clock for time actually worked.
- (8) Notwithstanding the provisions of sub-clause (1) the ordinary hours for day workers in the “Red Area” may be worked between 4 am to 7 pm. An early morning allowance as listed in Annexure B shall be paid to each employee who works a rostered shift Monday to Saturday, starting on/after 4 a.m. but before 5 a.m. in the Red Area as assigned by management. This allowance does not form part of an employee’s all purpose rate.

**Note:** At least for the term of this agreement it is not the Company’s intention to introduce a seven day rotating ordinary hours roster that includes Sunday. This does not preclude the Company from working employees on a roster that includes a Sunday but does not rotate.

#### 5.1.1 Breaks

- (a) The following arrangements shall apply to the taking of breaks and rest periods.
  - Provided that any employees working less than a full day or shift shall only partake in the breaks which occur during their actual working time. During such periods all employees shall be entitled to leave their position for the purpose of personal relief
  - Employees are to be at their work station ready for work at the time nominated by the Company for commencing work. This includes at the commencement of work for the day and at the end of any meal or rest break.
  - Each employee shall observe the maximum time they are to be absent from their workstation, which is the time specified for the break (e.g. 30 minutes for a meal break and 20 minutes for a rest period). Exceptional circumstances such as health reasons will be considered.
  - Except for meal and rest breaks no employee is to leave their work station without permission from their leading hand or supervisor.
  - At the regular change-over of jobs employees are to proceed directly to their next work station.
- (b) Supervisors and leading hands are to monitor this time keeping to ensure compliance. A disciplinary warning system will apply to employees who abuse these arrangements.
- (c) Work shall generally be performed so that employees’ minimum work periods between breaks are 65 minutes and the maximum work period between breaks is 95 minutes or such other pattern as mutually agreed between the Company and majority of relevant employees in each section.

For shifts of work of 7.6 ordinary hours employees are entitled to breaks of 25, 10, 30 and 20 minutes duration. Provided that only 40 minutes of these breaks shall be treated as paid time that forms part of the employee’s ordinary working hours. Where an employee is working 9.5 ordinary hours or more per day an extra paid break of 10 minutes duration shall be allowed.

The above pattern of breaks may be altered by management due to a breakdown of machinery or other unforeseen circumstances. However no employee can work more than 104 minutes without a break. The thirty (30) minute meal break shall be allowed between the 4<sup>th</sup> and the 6<sup>th</sup> hours after commencing work.

The Joint Consultative Committee shall review the operation of the above break system to ensure that Company's Workplace Health and Safety obligations are met.

It is agreed that the above break regime in the Dispatch area spur line will be conducted on a rotational basis to ensure the continual operation of the machinery.

- (d) An employee required to work overtime for more than one and a-half hours after their ordinary ceasing time shall be allowed a meal break of one half-hour at their ordinary ceasing time and shall be paid a meal allowance as specified in Annexure B.

Provided, however, that if it can be seen that by continuing at work the work can be completed in not more than one and a-half hours after the employee's rostered finishing time, the employer and the employee may by agreement elect for the employee to continue at work until the work is completed and in that case the employer shall not be obliged under the above clause to give a break for a meal.

- (e) Further meal breaks of a half-hour shall be given after each additional 4 hours worked, for which no deduction of pay shall be made:

Provided that a meal allowance as specified in Annexure B shall be paid for each meal supplied by the employee.

- (f) During week-end overtime, breaks of one half-hour shall be allowed for meals after each 4 hours worked.

#### 5.1.2 Overtime

- (1) Employees shall work reasonable overtime to meet the needs of the industry. Except where otherwise provided, all time worked in excess or outside of the Ordinary Working Hours shall be deemed to be overtime. Such overtime shall be paid for as follows and each day shall stand alone:

- (a) In the case of shift workers - at double time.
- (b) In the case of day workers - at the rate of time and a-half for the first 3 hours, and double time thereafter:

Provided that where such overtime continues past midnight, double time shall continue to be paid until ordinary starting time next day, subject to clause (4) below.

- (2) Work on Sunday shall be paid for at the rate of double time with a minimum of 4 hours' work being paid for.
- (3) An employee who works so much overtime between the termination of that employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 8 consecutive hours off duty between those times shall, subject to clause (4), be released after completion of such overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (4) If on the instructions of the employer such an employee resumes or continues work without having had such 8 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period. The employee shall then be entitled to be absent until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause (3) where the actual time worked is less than 4 hours on such recall or on each of such recalls.

- (5) Clause (3) shall not apply in the case of shift workers who rotate from one shift to another when overtime is worked:
- (a) For the purpose of changing shift rosters; or
  - (b) Where a shift worker does not report for duty; or
  - (c) Where a shift is worked by arrangement between the employees themselves.
- (6) Saturday overtime rates for day workers shall be paid for the first 3 hours at time and a half then double time thereafter.

## **5.2 Shift Work**

- (1) Shifts may be worked to whatever extent is necessary to cope with the work.
- (2) Shifts (other than day work) shall be of 3 classes, namely:
- (i) "Afternoon shift" means a shift finishing after 7.00 p.m. and at or before 1.00 am. (12 midnight applies in lieu of 1 pm in conjunction with the operation of "9.5 ordinary hour day" roster for any shift cycle, whether day, afternoon, or night)
  - (ii) "Night shift" means a shift finishing after 1 am and before or at 12.00 noon. (12 midnight and 9 a.m. applies in lieu of 1 a.m. and 12 noon respectively in conjunction with the operation of "9.5 ordinary hour day" roster for any shift cycle, whether day, afternoon, or night)
  - (iii) "Early Morning Shift" means a shift of ordinary hours commencing at or after 2.00 am and before 4 a.m. (Operates in conjunction with the "9.5 ordinary hour day" roster).
  - (iv) "Fixed shift" means a shift which is regularly worked by the same group of employees without rotation with day work or with another shift or shifts, and which at the relevant time either -
    - (a) has been worked continuously for the immediately preceding period of 4 weeks, or
    - (b) is intended to be worked for a continuous period of not less than 4 weeks from its commencement.
- (3) Employees engaged to work Night Shift shall be paid an allowance of 25% for all ordinary hours so worked.
- (4) Employees engaged following 1 January 2001 to work Afternoon Shift shall be paid an allowance of 20% for all ordinary hours so worked.

- (5) All Inghams' employees engaged prior to 1 January 2001 (regardless of which shift they were working) shall continue to be entitled to the shift allowance of 25% when working on a fixed afternoon shift as defined in the Agreement.
- (6) All shift workers who are not required to work because of a public holiday shall be paid their normal shift allowance on top of any ordinary time payment for the public holiday.
- (7) Employees engaged to work an Early Morning Shift shall be paid an allowance of \$38 per day for each shift so worked. (This allowance shall be increased as provided in Annexure B).

## **PART 6 – LEAVE AND PUBLIC HOLIDAYS**

### **6.1 National Employment Standards**

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 herein.

#### (1) General Application

For the purposes of the NES the following general provisions apply.

#### (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.

#### (3) 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.

#### (4) 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.

### **6.2 Annual Leave**

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 these entitlements is included set out below.

#### (1) 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 Company. The annual leave for full time employees accrues progressively during the year based on the ordinary hours worked.

(2) Payment for Period of Leave

Before going on annual leave the employee shall be paid the amount of wages the employee would have received in respect of ordinary time for the period of leave plus shift loading or a loading of 17.5 per cent on such amount which ever is the greater.

(3) Taking Leave -

- (a) The Company 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) Paid annual leave may be taken for a period agreed between the employer and the employee. The employer must not unreasonably refuse to agree to a request by the employee for paid annual leave.
  - (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) any authorisation enabling an employee to take annual leave is subject to the Company's operational requirements.
  - (e) an employee may be directed to take an amount of annual leave if the employee has an annual leave credit of more than 6 weeks.
  - (f) In special circumstances an employee may request in writing to take one day of annual leave in advance of the entitlement to such leave. The taking of such leave is subject to the prior approval of the employer.
- (4) An employee may apply in advance for single days of annual leave. Such applications are to be in writing and are subject to approval by the employee's Supervisor. There shall be no entitlement to any annual leave unless it is applied for in advance.
- (5) An employee and the Company may agree in writing that the employee forgo an amount of annual leave and to receive payment of that amount in lieu of taking the leave, provided that at least four weeks of accrued leave remains.

### 6.3 Personal / Carers Leave

Employees are entitled to personal/carer's leave in accordance with the NES. A summary of these entitlements is included below. For each year of continuous service with the employer full time employees are entitled to 76 hours of paid leave.

(1) Meaning

Personal/carer's leave is:

- (a) paid sick leave taken because of a personal illness, or injury; or
  - (b) carer's leave taken to provide care or support to a member of the employee's immediate family or 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.
- (2) Immediate family member

An immediate family member is a spouse, child, parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild, sibling or step child, parent or sibling of the spouse of the employee.

(3) Accrual

Full time and part-time employees are entitled to accrue an amount of paid personal/carer's leave, progressively during a year of service according to the employees ordinary hours of work.

(4) Payment

When a full time or part time employee takes paid personal/carer's leave they will be paid their ordinary time rate for ordinary hours if the employee had worked during that period. Provided that shift workers shall also receive the shift penalty they would have been entitled to receive had they worked during the period of leave.

(5) Documentary Evidence – Additional Requirements

(a) To be entitled to payment for personal/carers leave the employee must provide a medical certificate in the following circumstances

- for absences of two consecutive working days or more
- on a working day immediately prior to or following a public holiday
- on a working day or days immediately prior to or following a period of annual leave

The medical certificate from a registered medical practitioner must state that in the registered medical practitioner's opinion:

- (i) the employee is, was, will be unfit for work during the period because of personal illness or injury or;
- (ii) the employee's immediate family member had, has, or will have a personal illness or injury during the period.

(b) If the employee cannot obtain a medical certificate, a statutory declaration will be considered acceptable.

**IMPORTANT:** Making a false statement in a statutory declaration is an offence and can attract severe penalties including imprisonment.

(6) Unpaid Carer's Leave

Employees are entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of their immediate family, or household, requires care or support during such a period.

(7) Sick Leave pay-out

(a) Employees who have in excess of 60.8 hours accrued sick leave in credit as at 27 March 2006 may, by choice, receive payouts of such excess accumulation when taking annual leave, provided that such payout (as distinct from leave) shall not exceed 76 hours per annum and the sick leave account is reduced accordingly.



- (b) Such payment shall be at the monetary rate of pay applicable at the relevant time of accumulation and shall commence from the earliest accruals.
- (c) Subject to the provisions of the Fair Work Act employees who have in excess of 114 hours sick leave in credit accrued since 27 March 2006 may, by choice, receive payouts of such excess accumulation, provided that such payout (as distinct from leave) shall not exceed 76 hours per annum and the sick leave account is reduced accordingly
- (d) The request for payout may occur at any time during the employee's employment, provided the requested payout must be for a minimum of 1 weeks' sick leave (38 hours).

#### **6.4 Compassionate Leave**

Full time or part time employees are entitled to paid compassionate leave in accordance with the NES. Casuals are entitled to unpaid leave. A summary of that entitlement to compassionate leave is included below.

##### **(1) 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 (as defined below) has a personal illness or injury that poses a serious threat to their life or 3 days if a member of the employee's immediate family or household dies.

##### **(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 step child, parent or sibling of the spouse or de-facto partner of the employee.

#### **6.5 Parental Leave**

Employees are entitled to Parental Leave in accordance with the NES. An employee who has completed twelve months service is entitled to unpaid parental leave. An employee may request an extension of the leave for a further period of up to twelve months.

#### **6.6 Community Service Leave**

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.

##### **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.

## **6.7 Long Service Leave**

- (1) All employees shall accrue long service leave in accordance with the Industrial Relations Act 1999.
- (2) Where an employee has accrued an entitlement to take long service leave in accordance with the above Act (currently after 10 years of continuous service) they may request the entitlement to be paid to them in cash instead of taking the leave. Such an application must be in writing and must be signed by both the employer and the employee before any such payment is made.

## **6.8 Jury Service Leave**

- (1) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

- (2) Employees shall notify the employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (3) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (4) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **6.9 Public Holidays**

- (1) Employees not required to work shall be entitled to the following public holidays as provided in the NES:

New Year's Day 1st January; Australia Day 26th January; Good Friday; Easter Saturday (the day after Good Friday); Easter Monday; the 25th April (Anzac Day); The Birthday of the Sovereign; Labour Day (the first Monday in October); Brisbane Show Day holiday on the second Wednesday in August in each year; Christmas Day; Boxing Day; or any day appointed under the Holidays Act 1983, to be kept in place of any such holiday;

Or such other day as mutually agreed between the Company and the majority of employees as a substitute day for such holiday/s.

(2) Annual Show and Butchers Picnic Holidays

(a) Subject to the provisions of this clause employees not required to work are entitled to a:

- Brisbane Show Day holiday on the second Wednesday in August in each year or such other day as Gazetted.
- Butchers Picnic holiday on the fourth Monday in October of each year.

Full Time employees shall be paid their base rate of pay (plus shift allowance if applicable) for their ordinary hours on the holiday.

- (b) Notwithstanding sub-clause (a) Inghams may decide to work as normal on the above days and substitute other ordinary working days for the Show Day holiday and/or the Butchers Picnic holiday. The substitute day shall be taken on a day as agreed between the Company and the individual employee.
- (c) Where Inghams decides to substitute other days for either or both of the abovementioned holidays then the day/s specified in (a) shall be regarded as ordinary working day/s and paid accordingly.
- (d) To be entitled to the substitute day an employee must be employed by the Company on the day of the original holiday i.e. second Wednesday in August and/or the 4<sup>th</sup> Monday in October. Full time/part-time employees shall be paid their base rate of pay (plus shift allowance if applicable) for their ordinary hours on the substitute day they take as the holiday.
- (e) Where an employee is required to work on their agreed substituted day, the employee shall be paid at the rate of double time and a half, with a minimum of four hours pay.
- (f) Such substituted days must be taken by the end of the financial year during which they are accrued. Any day not taken shall be paid out to the employee in June following the date of the accrual.
- (g) Where Inghams does not exercise the option in sub-clause (b) and an employee works on a holiday specified in sub-clause (a) then the employee will be paid for time worked on that day at the rate of double time and a half with a minimum payment as for four hours.

(3) Payment for Public Holiday

- (a) For all time worked on a public holiday the rate of double-time and-a-half shall be paid. "Double time and a-half" means one and one-half day's wages in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.
- (b) An employee who is entitled to be paid at the rate of double-time-and-a-half for work on a public holiday may request in writing, at least seven days prior to the public holiday, to be paid one-and-a-half times the hourly rate for the employee's classification for time worked and take one day off with pay on a day mutually agreed between the Company and the employee.
- (c) This preceding paragraph shall apply to Hemmant Distribution Centre employees entitled to the provisions of sub-clause (7) of this Clause 6.9 on the basis that payment of double time applies in lieu of one-and-a-half times the hourly rate.

- (d) Upon request or if the day off as provided above is not taken by 30 November then payment of relevant amount outstanding shall be made to the employee.

(4) Stand down

Any employee, with 2 weeks or more of continuous service, whose employment has been terminated by the employer or who has been stood down by the employer during the month of December, and who is re-employed in January of the following year, shall be entitled to payment at the Ordinary Rate payable to that employee when they were dismissed or stood down, for any one or more of the following holidays, namely, Christmas Day, Boxing Day and the 1st January (New Year's Day).

- (5) Where a night shift falls partly on a holiday, the shift, the major portion of which falls on the holiday shall be regarded as the holiday shift. The following or preceding night shift as the case may be, which also falls on that holiday, shall be regarded as a normal shift except where the following or preceding shift is also a public holiday.

Where an employee works overtime on a prescribed holiday, it shall not be regarded as work on the holiday when it is continuous with the commencement of ordinary working time for the shift the minor portion of which falls on the holiday.

(6) Hemmant Distribution Centre

An employee working at the Hemmant Distribution Centre who works a minimum of four hours on at least four public holidays in a financial year shall be paid half-time extra for the hours worked on all public holidays in that year.(i.e. payment for the day plus double time for all time worked). Payment for the extra half time shall be made in the normal pay cycle after the employee has worked four public holidays in the financial year. This provision does not apply to the Show Day Holiday or Butchers Picnic.

(7) Work On Public Holidays

- (a) The Company and the employees recognise that the chicken processing industry's customers are becoming more demanding. In particular, orders over the peak holiday periods of Easter and Christmas may require plants to be operational over those 4 day weekend holidays. While the Company would prefer not to work, it may be forced to do so.
- (b) In the event of a public holiday falling on a day which will result in the plant being closed for a period of four days including Saturday and Sunday i.e. Easter or Christmas, the employee may be required to work on one of those four days to meet customer requirements.
- (c) Where full staffing is not required the Company will call for volunteers to work. Only if there are insufficient volunteers with the appropriate skills will the Company require employees with the skills to work. Selection shall be in accordance with the seniority list starting with employees with the least service. An employee's carer's responsibilities are to be taken into account when requiring employees to work on these public holidays.
- (d) An employee rostered to work in accordance with this clause and who does not work as rostered, shall establish to the satisfaction of the Company that they had a reasonable excuse for the absence. In the case of illness or injury a Doctor's certificate will be required.
- (e) In order that all full time employees receive the benefit of 11 public holidays per annum the following shall apply to employees working on the "Tuesday to Saturday night shift":

- (i) Where a Monday is a public holiday then the night shift employees may be required by the Company to work. In such circumstances the employees will be paid as per a normal shift and will be entitled to a day off on an agreed date, without loss of pay, as their additional public holiday. Where employees are not required to work they will be entitled to payment for the shift not worked.
- (ii) The arrangement in paragraph 1 does not apply for Easter Monday because the night shift employees are entitled to a public holiday for Easter Saturday.
- (iii) Employees who are required by the company to work their ordinary hours on Easter Saturday shall be paid at the rate of double-time-and-a-half. Employees not required to work shall be entitled to the public holiday without loss of pay.
- (iv) Where shift employees are entitled to a public holiday for any Saturday shift then there shall be no entitlement to a public holiday for the following Monday.
- (v) Casual employees who work on a public holiday shall be paid the same rate per hour as the equivalent full time employees.

(8) Public Holidays and 4 day week

- (a) In accordance with the provisions of the NES employees working on a 4 day week roster of 9.5 ordinary hours per day are entitled to the public holidays that coincide with days on which they are normally rostered to work.
- (b) In order to ensure that no employees are disadvantaged by their 4 day week roster all such full time employees will continue to be entitled to 83.6 hours (11 public holidays at 7.6 hours) of public holiday pay each year (when they are employed for the whole year). The assessment as to how many hours each employee is entitled to receive under this guarantee will be undertaken by the Employer at the end of November each year and the additional payment made to the employees in their normal weekly pay in the first pay week of December. There is no entitlement for employees who leave Inghams employment before the end of November in each year.

*Example: If an employee's normal roster only includes 7 public holidays then the employee would have received 66.5 hours of public holiday pay (based on 9.5 hour days) for the year in their normal weekly pay. In this case, the employee would be paid an additional 17.1 hours of public holiday pay to bring them up to the annual guarantee of 83.6 hours.*

- (c) Where in any year an employee has been paid more than 83.6 hours of public holiday pay then the excess in one year can be used to off-set the underpayment in the following year.

**6.10 Domestic and Family Violence Leave**

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

(2) Entitlement

A permanent team member experiencing domestic or family violence will have the choice to access sick leave, carer's leave, annual leave, TOIL or leave of absence. Leave may be granted for the purpose of seeking medical and legal assistance, for counselling, relocation or other related activities.

(3) Notification

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

No adverse action will be taken against an employee if their attendance or performance at work suffer as a result of experiencing domestic and family violence provided they make a confidential disclosure of the violence to the Company and any request for supporting documentation is met.

(4) Documentation

The Company may request reasonable supporting documentation from the Police Service, a Court, a Doctor, District Nurse, Maternal and Child Health Care Nurse, a Family Violence Support Lawyer, Lawyer or any other reasonable form of evidence may be accepted.

## **PART 7 – GENERAL**

### **7.1 Training**

- (1) The parties acknowledge that varying degrees of training are provided to employees both on-the-job and through external training providers.
- (2) The parties are committed to continuing this training and improving training where this is required.
- (3) The parties will co-operate in ensuring that appropriate training is available to employees and agree to continue discussion on issues raised by the union relating to training.
- (4) The Company shall conduct induction training for new employees in accordance with its Standard Operating Procedure dated 16 April 2002 (as amended).

### **7.2 General Matters**

(1) Clothing and Protective Equipment

All clothing and equipment issued to each employee remains the property of the Company and must be returned to the Company when the employee leaves the Company. Failure to do so will result in the value of the clothing and/or equipment not returned being deducted from wages owing to the employee.

(2) Standard Procedures

All employees agree to comply with established standard procedures for safety and work methods.

(3) Amenities

The employer shall provide lockers for clothing, hot and cold showers, dressing and dining rooms and keep them in a clean and sanitary condition with the co-operation of the employees. Dressing and dining rooms shall be properly cleaned daily.

(4) First Aid

The employer shall provide and maintain an adequate first-aid outfit and appliances adjacent to the place of employment.

An employee who holds a current occupational first aid qualification (St Johns or equivalent) and who is appointed by the Employer in writing to be a senior first aid officer shall be paid an allowance of \$25.00 per week.

(5) Superannuation -Salary Sacrifice

An employee may elect to salary sacrifice a dollar amount of ordinary time earnings up to the maximum amount determined by the Australian Tax Office into the superannuation fund that is nominated for employer contributions.

Any such arrangement shall be in writing, signed by the employee and agreed on behalf of the Company before it comes into operation. This agreement may only be altered once per annum. However in exceptional circumstances (i.e. changes in relevant legislation) the arrangement may be reviewed at any time.

Prior to entering into such an arrangement it shall be the responsibility of the relevant employee to seek independent financial and industrial advice.

### **7.3 Hazard Analysis And Critical Control Points (Haccp)**

(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

(2) Each and every employee of Inghams has responsibilities in the HACCP plan. These responsibilities are listed in the published HACCP plan for the Plant. Critical control points must always be monitored and maintained and appropriate corrective action taken. Necessary documentation must be completed.

(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.

(4) Leading Hands have an important role in the HACCP plan including 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.

#### 7.4 Union Matters

In addition to the terms of the above agreement the Company agrees to the following:

- (1) Subject to the provisions of the Act recognise the Australasian Meat Industry Employees' Union (Queensland Branch) as the union to represent process workers at the Murarrie plant.
- (2) Upon authorisation from the employee, deduct membership fees levied by the union from the pay of the employee and remit such deductions to the union on a monthly basis.
- (3) Allow the union to hold meetings of its members once per quarter during the employees' meal or rest breaks. At the time of the re-negotiation of the Agreement, members will be released from duty to attend two of the quarterly meetings. The maximum duration of the meetings to be 30 minutes and held at such times as agreed between the union and Company management. On the day of the meeting employees guarantee to finish the day's production before leaving the site.
- (4) The Company will recognise duly elected workplace delegates of the union and allow them the necessary time during working hours to discuss with relevant Company representatives matters affecting plant employees. Such delegates must gain permission from their supervisor before leaving their workstation to perform such duties. Wherever possible delegates should use the designated breaks for such duties.
- (5) The Company will provide an opportunity during the induction process for union delegates to address new employees, show a video produced by the union and distribute membership recruitment material.
- (6) Employees who are elected to be union delegates at the plant shall be entitled to paid training leave each year for the purpose of participating in industrial relations and occupational health and safety training provided by the union. This leave shall be restricted to a maximum of 10 days per annum across the plant and shall be made available only upon reasonable notice being provided to the Company of the need for the leave and the operational requirements of the Company.



SIGNATORIES

For and on behalf of

Inghams Enterprises Pty Limited  
ABN: 20 008 447 345

\_\_\_\_\_  
(Signature)

Position:

\_\_\_\_\_

Full Name:

\_\_\_\_\_

\_\_\_\_\_

Date signed

\_\_\_\_\_

For and on behalf of the employees by their Bargaining  
Representative

Australasian Meat Industry Employees Union  
ABN: 68 929 349 791

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

Position:

\_\_\_\_\_

Full Name:

\_\_\_\_\_

Date signed

\_\_\_\_\_

## **ANNEXURE A - ORDER OF SENIORITY – REDUNDANCY SITUATIONS**

This provision shall be used where a redundancy situation occurs and an employee must be chosen for termination over fellow employees provided that all other things are equal between such employees such as performance, capacity, conduct, attendance and other objective matters.

- (1) An employee shall have seniority in a department of a works in accordance with the date on which the employee completed a qualifying period of 40 working days in that department, and shall be senior to all employees who acquire seniority at any later date.
- (2) For the purpose of this clause a “Department” shall mean any group of positions, or tasks in a particular works which the Employer recognises as a department in that works for the purpose of this clause.
- (3) The Employer undertakes, subject to this clause, to retrench employees from such employment, in accordance with the seniority.
- (4) At the time of making this agreement, all existing employees shall be listed in order of their length of service to establish their order of seniority.
- (5) An Employer shall on reasonable notice from an Employee, inform that Employee (or, where the Employee so requests) a representative of the union of the order of seniority which the Employer recognises in respect of that Employee.
- (6) Any dispute as to the correct application of this Annexure to any Employee shall be dealt with in accordance with the Dispute Resolution procedure contained in the Agreement.

## ANNEXURE B – SCHEDULE OF ALLOWANCES

A full schedule of the allowances payable under this agreement is set out below.

<b>Allowances</b>	<b>Clause</b>		<b>Column 1 3.00%</b>	<b>Column 2 2.75.0%</b>	<b>Column 3 2.75%</b>	<b>Column 4 2.75.0%</b>
Aging Chiller	4.2(2)	per hour	\$0.29	\$0.30	\$0.31	\$0.32
Crate Wash	4.2(3)	per hour	\$0.65	\$0.67	\$0.69	\$0.71
Live bird Hanging	4.2(4)	per hour	\$1.95	\$2.00	\$2.06	\$2.12
Chemical Cleaning	4.2(5)	per hour	\$0.50	\$0.51	\$0.52	\$0.53
Cold Work:	4.2(6)					
From 2°c to minus 2°c		per hour	\$0.28	\$0.29	\$0.30	\$0.31
From -2°c to -19°c		per hour	\$0.92	\$0.95	\$0.98	\$1.01
From -19°c		per hour	\$1.19	\$1.22	\$1.25	\$1.28
Forklift	4.2(7)	per week	\$27.94	\$28.71	\$29.50	\$30.31
Inedible offal room	4.2(8)	per hour	\$0.57	\$0.59	\$0.61	\$0.63
Early Morning	5.1(12)	per day	\$26.79	\$27.53	\$28.29	\$29.07
Meal Allowance	5.1.1(d)	per occasion	\$13.96	\$14.34	\$14.73	\$15.14
Early Morning Shift	5.2(7)	per day	\$38.00	\$39.05	\$40.12	\$41.22

- (1) For employees employed by the employer at the date the Agreement is approved by a ballot of employees the allowances in Column 1 shall operate from the beginning of the first pay period to commence on or the date the agreement was approved by a ballot of employees.
- (3) The allowances shown in Column 2 shall be payable from the beginning of the first full pay period commencing twelve months after the date the agreement was approved by a ballot of employees.
- (4) The allowances shown in Column 3 shall be payable from the beginning of the first full pay period commencing 24 months after the date the agreement was approved by a ballot of employees.
- (5) The allowances shown in Column 4 shall be payable from the beginning of the first full pay period commencing 36 months after the date the agreement was approved by a ballot of employees.

## SAMPLE SHIFTS

Example shift for working 9.5 hour rotating shifts Monday to Friday

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Team A	Off	9.5	9.5	9.5	9.5
Team B	9.5	Off	9.5	9.5	9.5
Team C	9.5	9.5	Off	9.5	9.5
Team D	9.5	9.5	9.5	Off	9.5
Team E	9.5	9.5	9.5	9.5	Off

Group A (Example)

	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
Week 1	Off	9.5	9.5	9.5	9.5
Week 2	9.5	Off	9.5	9.5	9.5
Week 3	9.5	9.5	Off	9.5	9.5
Week 4	9.5	9.5	9.5	Off	9.5
Week 5	9.5	9.5	9.5	9.5	Off
Week 6	Off	9.5	9.5	9.5	9.5

Example Non-rotating shift Hemmant Distribution 4 x10 hour shifts plus 1 x 8 hour shift

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
Off	Off	10.0	10.0	10.0	8.0