AN120428 – Poultry Industry Preparation (State) Award

This AIR consolidated award reproduces the former State award Poultry Industry Preparation (State) Award as at 27 March 2006.

**About this Award:**

Formerly award 545 Serial C1073, of the Industrial Relations Commission of New South Wales.

This award incorporates Serial C4261 dated 16 November 2005 (operative ppc 7 February 2006), C4649 dated 10 March 2006 (operative from 7 March 2006) and C5634 (operative on and from 19 December 2005).

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AN120428 [Notional AIR Consolidation]

(545) **SERIAL C1073**

**POULTRY INDUSTRY PREPARATION (STATE) AWARD**

**AWARD**

PART A

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2. Anti-Discrimination

2.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

2.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

2.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

2.4 Nothing in this clause is to be taken to affect:

2.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

2.4.2 offering or providing junior rates of pay to persons under 21 years of age;

2.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;

2.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

2.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES: Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act* 1977 provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

3. Pre-1990 Employees

3.1 Any person employed as at 15/6/1990 will have their pay protected despite the making of this award. In addition each employee will enjoy the benefit of the any post-1990 increases.

3.2 Any person employed as at 15/6/1990 will have the nature of their contract of employment protected by this award e.g., casual, part-time, full-time.

3.3 Where a differential in pay exists it will continue for any person employed prior to 15/6/1990, but not apply to any other new employee who moves into that section after 15/6/1990.

4. Definitions

4.1 Weekly employee means a person engaged by the week.

4.2 Part-time employee means a weekly employee engaged for a minimum of 18 hours per week on not less than 3 days per week. A part-time employee will receive all the benefits of the award on a proportionate basis. The hours of work for part-time employees will be to a roster. Any work which is outside the roster is overtime. The roster can be altered with more than 48 hours' notice to the employee. There will be no more than one part-time employee for each full-time employee engaged. Where production needs require a higher ratio, the parties may agree on an appropriate ratio. The ratio of part-time employees will not apply to Steggles Bartter, Beresfield, for as long as the company operates an afternoon shift. In lieu of the ratio of part- time employees, the ratio of two part-time employees for each full time employee will apply.

4.3 Casual employee means an employee who is engaged as such by the hour. The employee will be informed of the minimum number of hours to be worked on any day. Such minimum will be not less than 4 hours on any day. A casual employee will receive a loading of 21 per cent in lieu of sick leave, public holidays, annual leave and compassionate leave.

4.3(A) Secure Employment

(a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer’s workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

(i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(ii) Every employer of such a casual employee shall give the employee noticein writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

(iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks’ notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:

(1) whether the employee will convert to full-time or part-time employment; and

(2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act* 1996 (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

(1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

(2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer’s premises shall do the following (either directly, or through the agency of the labour hire or contract business):

(1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

(2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

(3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

(4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act* 2000 or the *Workplace Injury Management and Workers Compensation Act* 1998.

(d) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act* 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

4.4 Casual ratio - There will be no more than one casual for every five full-time weekly employees. The parties may agree in writing to a ratio of casual employees to weekly employees of greater than 20 per cent.

4.5 Notional Day - The notional day may be agreed upon in each Plant and posted accordingly.

4.6 Leading Hands - A Leading Hand is a 'hands on' employee appointed by the employer and allocated responsibilities determined by the employer to assist in the good order of work flow in an operating area, viz.:

Receiving production instructions and allocating the work flow to employees.

To control the standards of work, work output to targets set by Supervisors and other Staff.

To determine shortages in labour, or material or Plant failures, and to bring any deficiencies to the Supervisory Staff for action.

Where a failure in training or behaviour occurs, Leading Hands shall immediately disengage from further action and place the matter into the hands of the Supervisory Staff.

Nonetheless, this does not preclude the Leading Hand from giving training but only on the direct instructions of a Supervisor or other Staff.

Leading Hands shall not breach any confidence placed in them by fellow employees or by Supervisory Staff.

A Leading Hand is appointed on merit and skill taking into account the following factors:

(1) clerical aptitude;

(2) how to supervise assessment;

(3) work performance - experience;

(4) attendance;

(5) attention to detail;

(6) general attitude to company standards;

(7) training and education;

(8) emotional stability;

(9) maturity and leadership;

(10) safety consciousness and willingness to follow safety rules.

In addition, the employer may appoint a person who has the appropriate qualifications to a position of Leading Hand for the purposes of acting as a First-aid Attendant.

4.7 Leading Hand - Small Group:

A Leading Hand - Small Group means a Leading Hand in subclause (v) with duties as defined supervising 20 employees or less and/or qualified and experienced as a Senior Quality Assistant or Senior Processing Materials Handler except where the employee is a Staff member.

A qualified First-aid Attendant may also be appointed as a Leading Hand - Small Group.

4.8 Leading Hand - Large Group:

A Leading Hand - Large Group means a Leading Hand with duties as defined in subclause 4.6 supervising in excess of 20 employees.

4.9 Service - Service for all purposes of this award shall be time on the job or paid time on leave. However, service shall not be interpreted to be in conflict with any statute.

4.10 Employment - Employment for all purposes of this award shall be elapsed time from the time of engagement.

5. Contract of Employment

5.1 Employment will be by the week; except for casuals. Any employee not specifically employed as a casual will be deemed to be employed by the week. Employment may be terminated by a week's notice from the employer or employee at any time during the week or by the payment/forfeiture of a week's wages.

5.2 Employees not attending for duty lose pay for the actual time of such non-attendance unless on Sick Leave.

5.3 If by reason of the failure or shortage of electric power an employer is unable to carry on his/her business during all the working hours of the day, wages of employees may be deducted for any part of a day in excess of 20 minutes when they cannot be usefully employed. However, employees required to attend for work on any day no work is provided, will be entitled to 2 hours' pay. Where employees commence work, they will be entitled to 4 hours' employment or pay in lieu.

5.4 The employer may dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and the wages will be paid up to the time of dismissal only.

5.5 The employer may deduct wages for any day or portion thereof during which an employee is stood down due to result of refusal of duty, malingering, inefficiency, neglect of duty or misconduct or may deduct wages for any day during which the employee cannot be employed usefully because of any strike or through any breakdown of machinery.

5.6 The employer and employee representatives may agree to direct an employee to take "disciplinary leave", in lieu of dismissal for an action other than wilful misconduct. Such leave will be without pay and will be for a period of not less than one working day and not more than 20 working days. This direction may only be exercised once in every 6 months. Wilful misconduct includes any theft, consumption or distribution of alcohol or drugs which are not prescribed, and which are addictive and not legal for trade.

5.7 Counselling procedure - In any case where the actions of an employee are unacceptable to the employer, the employee will be counselled as a prerequisite to the commencement of termination proceedings. Except that this clause will not apply where the actions are so serious as to constitute grounds for summary dismissal.

5.8 Unless otherwise agreed the counselling procedure is:

5.8.1 The employee will be verbally counselled in the presence of a Union representative or a witness representing the interests of the employee. The employer will clearly identify the unacceptable actions and advise on corrective measures and a review date.

5.8.2 Where the initial counselling has failed to correct the unacceptable actions a further review will occur and will incorporate a final written warning to the employee identifying the unacceptable actions the corrective measures required, review date and advising the subsequent steps, i.e., disciplinary leave or termination.

5.8.3 If no change occurs by the review date the employer may consider the option of disciplinary leave or termination and the employee will show cause why this should not occur. After reviewing all the facts the employer may exercise the options available and direct the employee on disciplinary leave or give notice of termination.

5.9 Abandonment of Employment:

An employee absent from duty for more than 3 days without notifying the employer, will be deemed to have abandoned employment on the last day of duty. The employer will take any reasonable steps to be informed of the employee's situation over the next 24 hours including, where necessary, by registered mail the last notified address of the employee. However, if an employee is able to establish to the satisfaction of the employer that a good and cogent reason existed for this then the abandonment will not be final until the lapse of 14 days.

5.10 An employer may direct an employee to carry out duties within the limits of an employee’s skill, competence and training and the employee will follow such direction.

6. Skill Levels

6.1 Process Employee Level 1 – Points of Entry:

  New employee with less than three months experience. Skills/Duties:

Undertakes structured induction training (as defined).

Works under direct supervision, either individually or in a team environment. Exercise minimum discretion.

Understands and utilises basic mathematical process control procedures.

Undertakes training for any task. This may involve training in more than one specific area, depending on the employee's application to that/these tasks.

Promotional Criteria - Employees remain at this level for the first three months or until they are capable of effectively performing the tasks required of this function so as to enable them to progress to a higher level as a position becomes available.

6.2 Process Employee Level 2 - Points of Entry: evel 1 - An existing employee performing work at this level.

Proven or demonstrated industrial experience or equivalent qualifications. Demonstrated skills appropriate to the enterprise (as defined).

Skills/Duties:

Responsible for the quality of his/her own work within this level. Undertakes duties in a safe and responsible manner.

Exercises minimal judgment. Points of Entry - evel 1 - Indicative of the tasks which an employee may perform are the following:

(1) Launder of protective clothing in the factory environs.

(2) Cleaning the amenities, canteen and general processing areas.

(3) General gardening and cleaning around work place areas.

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

6.3 Process Employees Level 3

Points of Entry:

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

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

An employee with recognised enterprise experience (as defined). Skills/Duties:

Responsible for the quality of his/her own work within this level. May be required to have higher knowledge of quality control. Works in a team environment.

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

(1) All work associated with a chain or non-chain processing system from the truck loading bay dock and all work up to and including the scalding section of the plant.

(2) Employees whose principal duties include all work from the scalding section up to and including the strapping section prior to entry into a permanent cold storage area.

(3) Processing material handling.

(4) Knife sharpener whose duties do not include deboning poultry product.

(5) General work associated with the preparation, packing and storage of cooked and uncooked processed poultry products using steam and/or other means of heating.

(6) A specialist cleaner using steam and chemicals to sanitise food processing equipment after the processing is completed.

(7) All mincing, filling, debone machine operation, flavour injector, and mixer.

(8) May be required to obtain licence to operate forklift or to perform basic maintenance procedures.

(9) Demonstrate basic interpersonal skills.

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

6.4 Process Employee Level 4

Points of Entry - Level 3 or lower:

An existing employee performing work at this level.

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

An employee with recognised enterprise experience (as defined). Skills/Duties:

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

(1) All tasks associated with storage and retrieval of finished poultry products to or from freezing rooms and cool room, including employees who go into and out of freezer chambers as a part of their load checking duties.

(2) Adult employees, driving a semi-trailer of any capacity within plant environs, loading and unloading the vehicle, monitoring livestock cooling devices and completes records as required.

(3) May be required to be licensed to operate forklift.

(4) Rendering or digestion operators, etc.

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

6.5 Process Employees Level 5 - Points of Entry: evel 4 or lower.

An existing employee performing work at this level.

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

An employee with recognised enterprise experience (as defined).

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

(1) Deboning poultry with a knife on a chain or bench, manual circular knife operation, manual band saw operation.

(2) Product recording, having attained the appropriate industry standard.

(3) Quality assistant who has attained appropriate industry qualifications.

(4) Knife sharpening where duties include deboning poultry with a knife.

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

6.6 Process Employees Level 6

Points of Entry

Process Employee Level 5; or

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

Indicative Tasks - An employee at this level will

(1) Be capable of performing the duties at all levels.

(2) Have completed an internal/external accredited "Train the Trainer" course.

(3) Undertake the training of other process employees as directed.

7. Hours of Work

7.1 Thirty-eight ordinary hours of service will constitute a week's work.

7.2 The ordinary hours may be worked in any of the following ways:

7.2.1 Five equal days per week.

7.2.2 Nine equal days per fortnight.

7.2.3 Nineteen equal days in twenty.

7.2.4 Four equal days and one short day per week.

7.2.5 Four equal days per week.

7.2.6 Three equal days over 5 weeks and four equal days in the sixth week.

7.2.7 Three hundred and 4 hours over any 56-day period.

7.2.8 Any other agreed method of implementation which may include an accrual system for a rostered day off to a pattern determined by the employer with up to 5 days of accrual.

7.3 In each Plant, an assessment will be made as to which pattern of hours best suits the business and the proposal will be discussed with the employees concerned, the objective being to reach agreement on the pattern of hours to be worked. In the absence of agreement at Plant level, in respect to the pattern of hours worked, the following procedure will be applied without delay:

7.3.1 Consultation will take place within the particular establishment concerned.

7.3.2 If it is unable to be resolved at the establishment level, the matter will be referred to the Secretary of the Union (or Unions) concerned or their Deputy, at which level a conference of the parties will be convened without delay.

7.3.3 In the absence of agreement, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.

7.3.4 Different patterns of hours may apply to various groups or sections of employees in the Plant or establishment concerned.

7.3.5 Any work done prior to the spread of hours fixed in accordance with the following subclauses for which overtime rates are payable may be deemed for the purposes of subclauses 7.4 and 7.5 to be part of the ordinary hours of work.

7.4 Day Workers - The ordinary hours of service, exclusive of meal breaks, will be worked in:

7.4.1 Five days of 7 hours and 36 minutes each, Monday to Saturday inclusive, between the hours of 5.00 a.m. and 5.00 p.m., or 8 hours per day where an accrued leisure system operates (see subclauses 8.2 and 8.3 of clause 8, Accrued Leisure Time).

No employee employed under the terms of the award made on 28 November 1989 will
be required to work Saturday ordinary time except by agreement voluntarily given without duress.

7.4.2 Four consecutive days of 9 hours and 30 minutes each, Monday to Saturday inclusive, between the hours of 5.00 a.m. and 7.30 p.m.; or four consecutive days of 8 hours and 27 minutes each, Monday to Saturday, and 5 days of 8 hours and 27 minutes each, Monday to Saturday, week and week about once each fortnight between the hours of 5.00 a.m. and 7.30 p.m.; or

7.4.3 Three days of 12 hours over 5 weeks and 4 days of 12 hours in the sixth week each Monday to Sunday inclusive between the hours of 5.00 a.m. and 8.00 p.m. The introduction of a 12-hour shift and associated conditions will not occur until agreed or determined; or

7.4.4 Other starting and finishing times using the same span of hours by agreement on a site by site basis.

7.4.5 Daylight Saving Hours - By agreement, in addition to the hours variation introduced by the State Government for daylight saving, during daylight saving and by giving 28 days' written notice, the ordinary hours may all be brought forward a further 30 minutes.

7.4.6 Roster - A day roster for weekly employees will specify a commencing/finishing time of ordinary working hours of the respective sections of the Plant. An employer will not alter the roster of the ordinary hours of work except by giving not less than 48 hours' notice. The notice will be given by posting the alteration in an accessible place.

7.5 Shift Workers:

Afternoon Shift - Afternoon shift of eight hours or less means any shift finishing after 5.00 p.m. and at or before midnight (otherwise 8.00 p.m.).

Night Shift - Night shift means any shift finishing subsequent to midnight and at or before 8.00 a.m.

Early Morning - Shift - Early morning shift means any shift commencing after 3.00 a.m. and before 5.00 a.m. (4.30 a.m. daylight saving) except as altered by agreement and in accordance with this Clause.

Notice - Seven days' notice in writing will be given by the employer to the employee of an intention to work any shift work; however, shifts may be varied by agreement between the employer and the accredited employee representative or the employee and employer with less than 7 days' notice.

Roster - Shift rosters for weekly employees will specify commencing and finishing times of ordinary working hours of the respective shifts.

7.6 Shift Loading:

The shift loading will be paid as an allowance on the weekly rate for all work performed and for paid sick leave, paid public holidays and union picnic day except where such holidays or picnic day falls within a period of annual holiday:

Afternoon shift - 15 per cent. Permanent night shift - 30 per cent. Early morning shift starting at: 3.00 a.m. - 15 per cent.

4.00 a.m. - 10 per cent.

8. Accrued Leisure Time

Subject to Subclause 7.2, an employer may implement a leisure credit system as follows:

8.1 One day off after 19 days - An employer may require his/her employees to work up to eight ordinary hours per day with the additional time in excess of 7 hours 36 minutes being aggregated for accrued leisure time which will fall due after 19 ordinary weekdays, Monday to Saturday, including paid public holidays, paid sick days, paid compassionate leave, and paid jury service, subject to the following conditions and limitations:

8.1.1 When a day falls due it will be given and taken within the next 28 calendar days.

8.1.2 The day off will be on a fixed roster. The payment for the day off will be on the basis of 0.4 hours for each day worked. For payment purposes a day worked will include sick leave and paid public holidays, but will not include a day on compensation or unpaid sick leave or annual leave.

8.1.3 The employer will prepare a roster of days to be taken off as leisure time which will always remain as a notice of 28 days advice.

8.1.4 The planning for days off as leisure time will where practicable be in the ratio of two prime days for three other days for each individual.

8.1.5 The employer may elect not to roster leisure time in any short week or to reduce the incidence of leisure time, providing 28 days' notice is given.

8.1.6 An employer and employee may agree to retain the leisure time credit on a sequence which would coincide with a public holiday and a full discharge of credits. Payment for that rostered leisure time would be made by an additional ordinary payment plus the day's pay for the holiday.

8.1.7 If any employee is not granted the leisure time within 28 calendar days from the day due, the employee will be paid time and a half for the credit period as full discharge of that credit. This clause will not be read so as to imply that an employee may decide to appear for duty on a rostered leisure day.

8.1.8 An employee on planned leisure time off which coincides with a stand down or strike day will be paid for the credit of leisure time which was rostered off.

8.1.9 In the event of sickness occurring on prearranged leisure time, no sick leave deductions will be made; however, the employee will retain the paid leisure payment for that day.

8.1.10 Shift workers will be paid at their normal rate of pay for that day, including shift penalty for their rostered leisure time.

8.1.11 Special allowances, such as Freezer Allowance which accrue on an hourly basis, will be paid on rostered leisure time.

8.1.12 Allowances paid on a daily basis, such as Laundry Allowances, Hanging Live Poultry will not be paid on rostered leisure time.

8.1.13 All accrued credits as a result of the 0.4 hours credit towards leisure time will be paid out on the termination of each employee's employment.

8.1.14 In the event that an employee, by virtue of the arrangement of his/her ordinary working hours, is to take a day off on a day which coincides with pay day, such employee will be paid not later than the working day immediately following pay day. Provided that, where the employer is able to make suitable arrangements, wages may be paid on the working day preceding pay day.

Notation: In these circumstances, it is understood that it may not be convenient or suitable to pay wages on the working day preceding pay day, especially where it would involve the employer in additional costs and administration.

8.1.15 Overtime will apply after 8 hours, when a credit system operates.

8.1.16 A day off on sick leave is one-fifth of a week and 7.6 hours off the credit.

8.1.17 Annual leave will be 20 lots of 7.6 hours plus 20 per cent.

8.1.18 A day off on a public holiday will be one-fifth of a week or 7.6 hours.

8.2 Nine-day fortnight - The same principles in subclause 8.1 will apply for a nine-day fortnight except that overtime will commence after 8 hours and 27 minutes. Paragraph 8.1.2 will be read as to mean 0.85 of an hour will accrue for each 8 hours 27 minutes of duty.

8.3 Other agreed method - The employer and the Union may agree upon a different system which is consistent with the principles of subclauses 8.1 and 8.2.

9. Overtime

9.1 All time worked in excess of or outside the ordinary hours an employee is rostered will be overtime. It will be paid for at the rate of time and one-half for the first two hours and double time thereafter.

9.2

9.2.1 An employee who has worked overtime for more than 1.5 hours after the employee’s normal ceasing time and who has not been notified on the immediately preceding working day or earlier that the employee will be required to work overtime on any day, will be provided with a meal by the employer or in lieu thereof will be paid the sum set in Item 9 of Table 2, Part B.

9.2.2 Where an employee is required to work for more than 1.5 hours' overtime after ceasing time, the employee will be allowed an unpaid meal break unless agreed otherwise of not less than 20 minutes at the end of the employee’s normal ceasing time or at a time mutually agreed upon between the employer and the employee. An employee who has provided a meal after having been notified and who is not required to work after the normal ceasing time will be paid the sum set in Item 9 of Table 2, Part B.

9.2.3 A meal need not be provided under this subclause nor need payment be made in lieu thereof if the employee be permitted to return home for the meal in question and can reasonably do so.

9.2.4 Any payment for a meal under this subclause will be in addition to any overtime payment under this clause.

9.3 Where overtime work commences on one calendar day or notional day and extends into the following calendar day or day the whole period of work will be deemed to have been worked on the former day for the purpose of calculation of overtime. Notional day as defined includes overtime which precedes ordinary duty on any day.

9.4 An employee who has left the employer's premises and is recalled to work overtime, whether notified before the employee has left the employer's premises or not, will be paid a minimum of 4 hours at double time; provided that such employee presents the employee for work as required.

9.5 Employees will work reasonable overtime to meet the needs of the Industry and overtime will not unreasonably be refused provided that each section can be staffed where the full livestock has not been processed and packed off.

9.6 Each day will stand alone in computation of overtime, excluding where an employee is recalled to work (see 9.4).

9.7 All time worked on any day before the ordinary hours or after the ordinary hours as defined in Clause 7, Hours of Work, will be paid at overtime rates but may be counted towards ordinary hours for the day by agreement.

9.8 An employee will be given at least eight consecutive hours off duty between the work of consecutive days or be released from duty without loss of pay on the next day until he or she has had at least eight consecutive hours off duty. If the employer directs the employee to resume duty without at least eight consecutive hours off duty, he or she will be paid at the rate of double time until released from duty to obtain eight consecutive hours off duty.

10. Meals and Rest Periods

10.1 Meals:

10.1.1 An employee, except shift workers, will be granted an unpaid lunch break of not more than 1 hour or less than 30 minutes, not more than 5 hours after normal starting time.

10.1.2 All shift workers working shifts will be allowed 20 minutes for a crib at times to be agreed upon between the employer and the union, such time to be counted as working time.

10.2 Rest Periods - One rest period of 15 minutes will be allowed each forenoon and afternoon worked (except for shift workers who will be allowed two rest periods of 15 minutes at such time as will be agreed between the employer and the employee) and will be paid for as working time. The period of 15 minutes will be calculated from the time of ceasing work until work is resumed.

10.3 In lieu of the above arrangements, the employer and the Union may agree upon an alternative arrangement.

11. Saturdays, Sundays, Picnic Day and Public Holidays

11.1 Saturday - The rate for ordinary duty on Saturday will be 50 per cent on the ordinary-time rate of pay.

An employee required to work overtime on Saturday will be paid the minimum of 4 hours at the appropriate overtime rate provided that such employee presents for work at the required starting time.

11.2 Sunday - The rate for ordinary duty on Sunday will be 75 per cent on the ordinary-time rate of pay.

The rate for overtime duty on a Sunday will be double time with a minimum payment of 4 hours at such rate except for work which is continuous with ordinary duty.

11.3 Public Holidays - The following day or days on which they are observed as such will be holidays for the purposes of this award. All employees, other than casual employees, will be granted the following holidays without deduction of pay:

New Year's Day; Australia Day; Good Friday; Easter Monday; Anzac Day, Queen's Birthday; Eight Hour Day; Christmas Day; Boxing Day; the Picnic Day of the New South Wales Branch of the Union or the Picnic Day of the Newcastle and Northern Branch of the Union; and any day proclaimed as a holiday for the State.

11.3.1 All time worked on any of these holidays will be paid for at the rate of double time and one-half with a minimum payment of 4 hours at such rate.

11.3.2 Any employee absent without leave on the working day immediately preceding or the working day immediately succeeding an award holiday or holidays will be liable to forfeit wages for the holiday as well as for the day of absence except where an employer is satisfied that the employee's absence was due to illness or other reasonable cause, in which case wages will not be forfeited.

11.3.3 If the employee is rostered off duty on the day a public holiday falls due, the rostered day off will be re-scheduled to another day. Provided that an employee through re-scheduling a rostered day off receives no more or no less public holiday hours than a full-time weekly employee working a flat 38 hours per week.

12. Mixed Functions

12.1 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:

12.1.1 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.

12.1.2 If an employee is required to perform such work for two hours or more but for 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.

12.1.3 If an employee is required to perform such work for less than two hours, the employee will be paid the higher (or highest, 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 at work.

12.2 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.

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

13. Wages

13.1 The minimum rates of pay for weekly employees are as set out in Table 1 of Part B for each skill level.

13.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. These adjustments may be offset against:

(i) any equivalent over-award payments; and/or

(ii) award increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

13.3 In 1990 the Poultry Industry Preparation Wages (State) Award was made to establish relativities based on the Metal Industry Tradesperson as follows:

|  |  |
| --- | --- |
| for Level 1 | 82.6%; |
| Level 2 | 86.6%; |
| Level 3 | 88.6%; |
| Level 4 | 90.6%; |
| Level 5 | 92.6%; |
| Level 6 | 100%. |

The parties acknowledge the need for appropriate relativities to be maintained in the industry award in the future.

13.4 Junior Employees will be paid the following percentages of the classification for the job they perform:

16 years - 60 per cent.

17 years - 65 per cent.

18 years - 70 per cent.

19 years - 80 per cent.

20 years - 90 per cent.

Except for a trainee or apprentice, a junior employee with more than 2 years of continuous service as defined with the same employer will be paid the appropriate adult rate of pay.

The proportion of the employees paid junior rates will not exceed one to every three adult employees, excepting that where the proportion is exceeded the junior employees with the most experience will progress to adult rates of pay until the proportion is attained.

14. Allowances

14.1 Fork Lift - An employee called upon to operate a fork lift and who for that purpose holds the appropriate certificate of competency as set in Item 1 of Table 2, Part B.

14.2 Crane and Hoist - An employee called upon to operate a crane or hoist and who for that purpose holds the appropriate licence as set in Item 2, Table 2, Part B.

14.3 Hanging Live Poultry Allowance - Employees engaged in hanging live poultry will be paid an allowance at the rate as set in Item 3 of Table 2, Part B with a minimum payment of 4 hours.

14.4 Laundry Allowance - Employees required to launder the protective clothing worn during the course of their work and who keep the clothing in a clean and hygienic condition will be paid an allowance for each day worked as set in Item 4 of Table 2, Part B.

14.5 Travelling Allowance:

14.5.1 Where an employee in the course of duty is required to go to any place away from the usual place of employment the employee will be paid all reasonable expenses actually incurred in excess of the normal work journey cost supported by documentation unless it is not possible to obtain documentation.

14.5.2 Where an employee in the course of duty is required to travel outside of working hours, in addition to paragraph 15.6.1 of this subclause, the employee will be paid at the ordinary rates for half of any time occupied in travelling outside of ordinary working hours which is in excess of the time normally occupied in travelling from home to the usual place of employment.

14.5.3 Where an employee is required to use a private motor car by the employer on a casual or incidental basis, and the motor car is comprehensively insured and the employee accepts all risks, the employee will be paid up to and including 2000cc an amount set in Item 5 of Table 2, Part B and over 2000cc an amount set in Item 5 of Table 2, Part B, per km travelled for the employer during such use. An employer may not demand that an employee use a private car for company business.

14.5.4 Where a full-time employee is required to provide a motor car the employer will pay an amount set in Item 6 of Table 2, Part B per week (part-time or casual employee an amount set in Item 6 of Table 2, Part B) plus, in each case, an amount set in Item 6 of Table 2, Part B per km travelled for the employer. In addition the employer will reimburse the cost of tolls, parking meter and parking station fees but will not reimburse the employee for any fine.

14.5.5 Where an employer provides a vehicle the employer will pay the costs of maintenance, -registration, insurance and running expenses and the employee will maintain the car in a clean and hygienic condition consistent with the image of the Industry, and will display such promotional material on or in the vehicle as the company may require.

14.6 Meal Allowance - See Clause 9, Overtime.

14.7 Temperature Allowance - An hourly temperature allowance will be paid for each hour an employee is working in an artificially reduced temperature measured in Celsius, as follows:

|  |  |
| --- | --- |
| Below 4 degrees | as set out in Item 7 of Table 2, Part B |
| Below minus 16 degrees |  |
| Below minus 18 degrees |  |
| Below minus 20 degrees |  |

If the temperature should go below minus 26 degrees Celsius measured by placing a thermometer at a height of 1.2 metres in the centre of the work area at least 1 hour after starting time, after 10 minutes work the employee may refuse to work until the temperature rises to minus 26 degrees Celsius

14.8 Location Allowance - Employees engaged as a Live Bird Handler or By Product Handler will be paid an allowance at the rate set out in Item 8 per hour whilst so employed, with a minimum payment of four hours. This allowance will apply to employees employed in the unloading dock area or rendering plant area and will include the following job functions; internal movement of live birds in the unloading dock area, handling of live birds in the unloading dock area, cleaning of bird crates in the unloading dock area, hangers of live poultry, and secondary or back-up kill.

15. Protective Clothing and Equipment

15.1 All employees who work under wet or greasy conditions will be supplied as required with rubber boots and oilskins or plastic aprons free of cost.

15.2 The employer will supply free of cost to each employee three sets of overalls or aprons and head covering.

15.3 Employees drawing viscera will be supplied with suitable and sufficient hand protectors by the employer free of cost.

15.4 Such rubber boots, aprons, hand protectors, gloves, overalls or wraparounds and warm and/or protective clothing supplied by the employer, will remain the property of the employer and will be returned to the employer on termination of employment and if not returned, then the employer will be entitled to deduct from any moneys due to the employee the replacement value of the article not returned.

15.5 The employer will replace such articles replaced when they are no longer in a serviceable condition and or are deemed to be unsafe, but no employee will be entitled to a replacement unless the employee returns the corresponding article issued.

15.6 Wet conditions means conditions under which clothing or boots of employees would, in the absence of protective clothing, become wet with moisture in the course of their work.

15.7 Suitable warm clothing means protective clothing suitable for the purpose of keeping an employee's whole person warm.

15.8 Where protective clothing under this clause is supplied, it will be properly sanitised (procedures are to be put in place) and/or commercially laundered, whether used protective clothing or new protective clothing. No employee will be required to use clothing previously used without the protection of such sanitisation or laundering.

15.9 An employee will accept responsibility for personal items in a locker.

15.10 An employee will not consume food, drink or smoke in a locker room attached to a food production area to comply with health regulations imposed upon the employer.

15.11 The employer will supply for the use of employees, knives, steels, pouches and stone for sharpening knives and any other tools used in the course of their employment.

15.12 The articles so supplied will remain the property of the employer.

16. Annual Leave

See *Annual Holidays Act* 1944.

17. Annual Leave Loading

17.1 Annual leave loading of 20% will be paid to employees whilst they are on annual leave.

17.2 Annual leave loading will not be paid for any leave taken in advance.

17.3 Annual leave loading will not be paid on weekend penalties or overtime.

17.4 The employer will pay any employee with less than 12 months service pro-rata annual leave loading if the employee takes leave due to an annual closedown.

17.5 When the employment of an employee is terminated by the employer for any cause except misconduct, annual leave loading will be paid on the whole of the annual holiday to which he or she became entitled.

17.6 No annual leave loading is payable if an employee resigns for any reason except permanent and total incapacity.

17.7 Shiftworkers are paid as if at work or 20% whichever is the greater.

18. Sick Leave

18.1 Employees with three months continuous service will be entitled to Sick Leave.

18.2 Employees with twelve months service will be entitled to ten days of Sick Leave per year. Employees with less than twelve months service will be entitled to Sick Leave of five days.

18.3 Employees with a personal illness or personal incapacity who are unable to attend for duty during ordinary working hours will be paid Sick Leave from this entitlement.

18.4 Employees who are sick due to due to their own serious and wilful misconduct will not be paid Sick Leave.

18.5 The entitlement to Sick Leave accumulates from year to year, for a maximum period of ten years.

18.6 Any period of paid sick leave will be deducted from the entitlement of sick leave.

18.7 If an employee is on Workers Compensation (in accordance with the *Workers Compensation Act* 1987 and the *Workplace Injury Management and Workers Compensation Act* 1998 the employer may pay the difference between the amount the employee receives whilst on Workers Compensation and their ordinary time rate of pay. If the difference is paid, it will be deducted from any Sick Leave currently owing to the employee.

18.8 Employees must notify the employer as soon as possible and within twenty-four hours of their absence due to illness, and as far as practicable state the nature of the illness or incapacity and the date they expect to be able to return to work.

18.9 Employees claiming Sick Leave will prove to the satisfaction of the employer the illness or incapacity.

18.10 Continuous service includes any absence from work on leave granted by the employer, any absence from work by reason of personal illness, injury or other reasonable cause. Any such time lost will not be counted as part of the qualifying period of three months.

19. Long Service Leave

See *Long Service Leave Act* 1955.

20. Bereavement Leave

20.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death in Australia of a person prescribed in subclause (iii) of this clause. Where the death of a person as prescribed by the said subclause (iii) occurs outside Australia the employee shall be entitled to two days bereavement leave where such employee travels outside Australia to attend the funeral.

20.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.

20.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 21.1.3 (ii) (c), Personal/Carer s Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

20.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

20.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 21.2, 21.3, 21.4 and 21.5 of the said Clause 21. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

20.6 Bereavement entitlements for casual employees

20.6.1 Subject to the evidentiary and notice requirements in 20.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 21.1.3(ii) of clause 21, Personal / Carer's Leave.

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

20.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

21. Personal/Carer's Leave

21.1 Use of Sick Leave:

21.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21.1.3(ii) who needs the employee’s care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 18, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

21.1.2 The employee shall, if required,

(1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

(2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person

21.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

(i) the employee being responsible for the care and support of the person concerned;

and

(ii) the person concerned being:

(a) a spouse of the employee; or

(b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person and who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis, although not legally married to that person; or

(c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

(d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household where, for the purposes of this paragraph:

(1) "relative" means a person related by blood, marriage or affinity;

(2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

(3) "household" means a family group living in the same domestic dwelling.

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

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer’s and employee’s requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 28, Disputes Settlement Procedure, should be followed.

21.2 Unpaid Leave for Family Purpose:

21.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 21.1.3(ii) above who is ill or who requires care due to an unexpected emergency.

21.3 Annual Leave:

21.3.1 An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

21.3.2 Access to annual leave, as prescribed in paragraph 21.3.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

21.3.3 An employee and employer may agree to defer payment of the annual leave loading, in respect of single-day absences, until at least five consecutive annual leave days are taken.

21.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

21.4 Time Off in Lieu of Payment for Overtime:

21.4.1 An employee may elect, with the consent of the employer, to take time off in lieu f payment for overtime at a time or times agreed upon with the employer.

21.4.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.

21.4.3 An employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime in the award for any overtime worked under subclause 21.4.1 of this subclause where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer an employee must elect, within six months of accrual, whether to take overtime worked under the said subclause 1.4.1 as an overtime payment or as time off work at the ordinary-time rate of pay.

21.5 Make-up Time:

21.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

21.6 Personal Carers Entitlement for casual employees -

(1) Subject to the evidentiary and notice requirements in 21.1.2 and 21.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 21.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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

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

22. Parental Leave

(1) Refer to the *Industrial Relations Act* 1996 (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).

(2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

(a) the employee or employee's spouse is pregnant; or

(b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(3) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

(i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

(ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

23. Jury Service

An employee on weekly hiring required to attend for jury service during ordinary working hours will e reimbursed by the employer an amount equal to the difference between that paid for attendance for jury service and the amount of wage for ordinary time foregone due to jury service. An employee will notify the employer as soon as possible of the date they are required to attend for jury service. Further, the employee will give the employer proof of attendance, the duration of such attendance and the mount received for the jury service.

24. Payment of Wages

24.1 Wages will be paid in the employer's time on a fixed day each week and will include all monies p to the finishing time two weekdays earlier. Except when prevented by an industrial dispute beyond the employer's control, an employer will ensure that an employee kept waiting for wages for more than 15 minutes after the normal cessation of duty will be paid waiting time at single rates until such time as wages are available.

24.2 The employer may vary the pay day around public holidays and estimate the likely earnings. Payment received by estimation will be on the basis that an adjustment on the subsequent pay ay or days to align actual earnings to estimated earnings will occur.

24.3 The employer may make payment by EFT, or cheque, or by cash providing that the employer meets any charges associated with the lodgement of the payment to nominated financial institutions. The nominated institution will be determined by the employee concerned. Such institution will be either a financial bank, building society or credit union.

25. Amenities

25.1 Each employer will provide:

25.1.1 A dressing room containing hot/cold showers.

25.1.2 Lockers fitted with lock and key. An employee who is issued with a locker key and/or lock will be responsible for the loss of any key or lock (unless stolen). An employee will accept responsibility for personal items in a locker.

25.1.3 An employee will not consume food, drink or smoke in a locker room attached to food production area and will comply with health regulations imposed upon the employer.

25.1.4 A separate rest room shall be provided to male and female employees for their use.

25.1.5 Clean lunch rooms, well ventilated, boiling water, a heating appliance for meals.

25.1.6 Where so requested by 10 or more employees who regularly use bicycles for transport to and from their employment, a suitable structure for storing bicycles with protection from the sun and rain.

25.2 The employer, with the cooperation of the employees, will cause all amenities to be kept clean and in a sanitary condition.

25.3 Amenities for males and females will be separate.

25.4 Employers will provide for the use of the employees in factories a sufficient supply of wholesome cool drinking water from bubbler taps or other suitable drinking fountains.

25.5 The employer will permit a notice board or boards to be erected in a prominent position in the lant so that it will be reasonably accessible to all employees working under this award.

26. Accredited Employee Representative

26.1 An elected Employee Representative will, upon notification to an employer in writing from the Union Secretary, be recognised as the Accredited Representative of the Union.

26.2 An Accredited Employee Representative will be permitted to put on notice boards notices signed or countersigned by the Representative posting it. Any notice not signed may be removed y an Accredited Employee Representative or by the employer.

27. Training

27.1 Training - The parties to this award recognise that in order to increase the efficiency, productivity and competitiveness of the Industry, a commitment to training is required. Accordingly, the parties commit themselves to:

27.1.1 Maintain and develop an appropriately skilled and flexible workforce.

27.1.2 Provide the opportunity for career development consistent with the needs of the individual company.

27.1.3 Removing barriers to the utilisation of skills acquired.

27.2 An employer will develop a training program consistent with:

27.2.1 The current and future training needs of the enterprise.

27.2.2 The size, structure and nature of the operations of the enterprise.

27.2.3 The need to develop vocational skills relevant to the enterprise through internal courses or courses conducted by accredited providers.

27.3 Adult Trainee or Adult Apprenticeship - It is the intent of the parties to further develop the training concepts embodied in adult apprenticeship or traineeship and insert the developed program into the award.

27.4 Structured Induction Training includes some or all of the following: basic hygiene, occupational health and safety, literacy, numeracy, assisting with developing interpersonal skills, production procedures and plant layout etc.

27.5 Specific Training means skills based training to enable an employee to carry out duties at a particular level.

27.6 Recognised Industry Experience means the poultry processing industry and demonstrated/certification or by satisfactory completion of competency standards for the skills required at a particular level.

28. Disputes Settlement Procedure

The parties agree that, subject to the provisions of the New South Wales *Industrial Relations Act* 1996, ll grievances, claims or disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

28.1 Any grievance or dispute which arises will, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.

28.2 If the matter is not resolved at this level, it will be further discussed between the affected employees(s) and the Union delegate or, where appropriate, another nominated representative and the employer. Both the employer's industrial representative and the employee's Union representative may be notified.

28.3 If no agreement is reached within a reasonable time period, the Union Secretary or the employee’s representative or where appropriate a nominated representative will discuss the matter with the employer's nominated industrial relations representative.

28.4 Whilst the foregoing procedure is being followed work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

28.5 Should the matter still not be resolved within a reasonable time period it may be referred to the ndustrial Relations Commission of New South Wales for settlement by either party.

28.6 The parties will, at all times, confer in good faith and without undue delay.

28.7 During the discussions the status quo will remain and work will proceed normally in accordance with this award and without stoppage or the imposition of any ban, limitation or restriction.

"Status quo" will mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

29. Redundancy and Change

(1) Application

(i) These provisions shall apply in respect of full-time and part-time persons employed in the classifications specified by clause 6.

(ii) This clause shall only apply to employers who employ 15 employees or more immediately prior to the termination of employment of employees, in the terms of subclause of this clause.

(iii) Notwithstanding anything contained elsewhere in this award, this clause shall not apply o employees with less than one year's continuous service and the general obligation on the company shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may e reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(iv) Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time for a special task or tasks; or where employment is terminated due to the ordinary and customary turnover of labour

(2) Introduction of Change

(i) 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 the union to which they belong.

(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 r transfer of employees to other work or locations and the restructuring of jobs.

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

(ii) Employer's Duty to Discuss Change

(a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) f this subclause, the effects the changes are likely to have on employees and 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 the nion in relation to the changes.

(b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i).

(c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong 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 adversely affect the employer.

(3) Redundancy - Discussions Before Terminations

(a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone, pursuant to paragraph (i) of subclause (2) of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

(b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of the said paragraph (i) and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

(c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(4) Termination of Employment

(i) Notice of Changes in Production, Program, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subclause (2) of this clause.

(a) In order to terminate the employment of an employee, the employer shall give to the employee the following notice:

|  |  |
| --- | --- |
| **Period of Continuous Service** | **Period of Notice** |
| Less than 1 year | 1 week |
| 1 year and less than 3 years | 2 weeks |
| 3 years and less than 5 years | 3 weeks |
| 5 years and over | 4 weeks |

(b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of the notice above 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.

(ii) Notice for Technological Change

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from "technology" in accordance with paragraph (i) ofsubclause (2) of this clause.

(a) In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.

(b) Payment in lieu of the notice above 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.

(c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act* 1955, the *Annual Holidays Act* 1944, or any Act amending or replacing either of these Acts.

(iii) Time Off during the Notice Period

(a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee Leaving during the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(v) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(vi) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are likely to be carried out.

(vii) Department of Social Security Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by the Department of Social Security.

(viii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (2) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks of notice still owing.

(5) Severance Pay

(i) Where the employment of an employee is to be terminated pursuant to paragraph (i) of subclause (4) of this clause, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

(b) Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

|  |  |
| --- | --- |
| **Years of Service** | **45 Years of Age and Over Entitlement** |
| Less than 1 year | Nil |
| 1 year and less than 2 years | 5 weeks |
| 2 years and less than 3 years | 8.75 weeks |
| 3 years and less than 4 years | 12.5 weeks |
| 4 years and less than 5 years | 15 weeks |
| 5 years and less than 6 years | 17.5 weeks |
| 6 years and over | 20 weeks |

(c) "Weeks' pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary rate of pay, over- award payments, shift penalties and allowances paid in accordance with this award.

(ii) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (i) will have on the employer.

(6) Savings

Nothing in these provisions shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

30. Superannuation

|  |
| --- |
| Note: The *Superannuation Legislation Amendment (Choice of Superannuation Funds) Act 2005* provides that individual employees generally have the opportunity to choose their own superannuation funds. For further information see the AIRC guidance note — [Choice of Superannuation Funds and Award Provisions](http://www.airc.gov.au/portaldocs/superannuation_guidance_note.html%22%20%5Ct%20%22_top)  |

30.1 Definitions –

In this clause the following definitions will apply:

30.1.1 "Approved fund" will mean any superannuation fund which has been approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

30.1.2 "Eligible employee" will mean an employee who is employed to work in an establishment pursuant to the terms of this award and who has been so employed for 200 hours of duty.

30.1.3 "Freedom of choice" will mean an individual choice made in private and communicated in writing of each employee as to which superannuation scheme the employee wishes to join. The options will be either a fund of the Company’s choosing or a fund of the Union’s choosing eg: the Meat Industry Employees Superannuation Fund (MIESF).

30.1.4 "Ordinary-time earnings" will mean: The weekly ordinary-time regular earnings in any week including payments for a fixed shift. Ordinary-time earnings will also include any "overaward payment".

30.1.5 "Overaward payment' means the amount which an employee would receive in excess of the award rate of pay for the classification in which such an employee is engaged. Provided that such payment excludes payments related to overtime, meal money allowance and any other ancillary payment of a like nature prescribed by the award.

30.2 Contributions - An employer will pay to the Trustee of an approved fund, in respect of each eligible employee who has completed the relevant application form, an amount prescribed by the Superannuation Guarantee Legislation or at least three per cent of the employee's ordinary- time regular earnings in accordance with the exercise of such employee's freedom of choice. Should the employee not make a choice within 3 weeks of commencing work, the employer will pay superannuation contributions to MIESF.

30.3 When the employee becomes an eligible employee by having completed the required qualifying period of employment, the employer will pay contributions for the qualifying period.

30.4 An employer will remit to the Trustee of an approved fund all payments due in respect of eligible employees at the conclusion of each calendar month or at such other times and in such other manner as may be agreed in writing between the employer and the Trustee.

31. Area, Incidence and Duration

31.1 It will apply to Poulterers and assistants in the State excluding the County of Yancowinna.

31.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Poultry Industry Preparation (State) Award published 18 October 1991 (265 I.G. 559), as varied and the Poultry Industry Preparation Wages (State) Award published 4 November 1994 (282 I.G. 648), as varied.

31.3 The award published 18 October 1991, and took effect on 15 June 1990 and the award published 4 November 1994 took effect on 2 September 1993.

31.4 The changes made to the award pursuant to the Award Review pursuant to the Award Review under section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on 5 October 2004.

31.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B - MONETARY RATES

Table 1 – Wages

|  |  |
| --- | --- |
| **Skill Level** | **Minimum rate per week**  |
|  | **$** |
| Leading Hand - Large Group | 33.44 |
| Leading Hand - Small Group | 20.04 |
| Level 1 | 503.60 |
| Level 2 | 520.30 |
| Level 3 | 528.90 |
| Level 4 | 537.00 |
| Level 5 | 545.30 |
| Level 6 | 578.20 |

Table 2 - Other Rates and Allowances

| **Item No.** | **Clause No.** | **Brief Description** | **Amount**  |
| --- | --- | --- | --- |
| 1 | 14.1 | Operate forklift | 3.24 per day |
| 2 | 14.2 | Operate crane and hoist | 6.78 per day |
| 3 | 14.3 | Hanging live poultry | 0.35 per hour |
| 4 | 14.4 | Laundry Allowance | 2.43 per day |
| 5 | 14.5.3 | Up to and including |  |
|  |  | 2000cc | 0.40  |
|  |  | Over 2000cc | 0.46 |
| 6 | 14.5.4 | Required to provide motor car  | 82.77 per week  |
|  |  | Required to provide motor car if part-time or casual  | 16.28 per day used |
|  |  | For each km travelled | 0.28 per km |
|  |  | Below 4 degrees | 0.15 per hour |
| 7 | 14.7 | Below minus 16 degrees  | 0.41 per hour  |
|  |  | Below minus 18 degrees | 0.74 per hour |
|  |  | Below minus 20 degrees | 1.14 per hour |
| 8 | 14.8 | Location Allowance | 0.75 per hour |
| 9 | 9.2.1 & 9.2.2 | Meal Allowance | 8.39 |

\*\* end of text \*\*