# Poultry Processing Award 2010

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Part 1—Application and Operation

1. Title

This award is the *Poultry Processing Award 2010*.

2. Commencement date

This award commences on 1 January 2010.

3. Definitions and interpretation

3.1 In this award, unless the contrary intention appears:

- **Act** means the *Fair Work Act 2009* (Cth).
- **award-based transitional instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).
- **employee** means a national system employee as defined in sections 13 and 30C of the Act.
- **employer** means a national system employer as defined in sections 14 and 30D of the Act.
- **enterprise award-based instrument** has the meaning in the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth).
- **leading hand** means an employee who is given by the employer, or their agent, the responsibility for directing and/or supervising the work of other persons.
- **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).
- **poultry processing industry** means the killing, processing, preparation, packing, wholesaling and distribution of uncooked poultry, poultry products and poultry by-products and, where the cooking is incidental to the aforementioned, cooked poultry, poultry products and poultry by-products.
- **standard rate** means the minimum hourly wage prescribed for the Level 2 classification in clause 16.1.

3.2 Where this award refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage

4.1 This industry award covers employers throughout Australia in the **poultry processing industry** and their employees in the classifications in this award to the exclusion of any other modern award.
4.2 This award does not cover an employee excluded from award coverage by the Act.

4.3 This award does not cover employees who are covered by a modern enterprise award, or an enterprise instrument (within the meaning of the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth)), or employers in relation to those employees.

4.4 Where an employer is covered by more than one award, an employee of that employer is covered by the award classification which is most appropriate to the work performed by the employee and to the environment in which the employee normally performs the work.

NOTE: Where there is no classification for a particular employee in this award it is possible that the employer and the employee are covered by an award with occupational coverage.

5. **Access to the award and the National Employment Standards**

The employer must ensure that copies of this award and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. **The National Employment Standards and this award**

The NES and this award contain the minimum conditions of employment for employees covered by this award.

7. **Award flexibility**

7.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed;

(b) overtime rates;

(c) penalty rates;

(d) allowances; and

(e) leave loading.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;

(b) state each term of this award that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and

(e) state the date the agreement commences to operate.

7.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

7.8 The agreement may be terminated:

(a) by the employer or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.
Part 2—Consultation and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer 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 must notify the employees who may be affected by the proposed changes and their representatives, if any.

(b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

8.2 Employer to discuss change

(a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1.

(c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, 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 no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.

9. Dispute resolution

9.1 In the event of a dispute in relation to a matter arising under this award, or a dispute in relation to the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
9.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to Fair Work Australia.

9.3 The parties may agree on the process to be utilised by Fair Work Australia including mediation, conciliation and consent arbitration.

9.4 Where the matter in dispute remains unresolved, Fair Work Australia may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of clause 9—Dispute resolution.

9.6 While the dispute resolution procedure is being conducted work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

Part 3—Types of Employment and Termination of Employment

10. General

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

(a) full-time employees;

(b) part-time employees; or

(c) casual employees.

10.2 At the time of engagement an employer must inform each employee of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

11. Full-time employment

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

12. Part-time employment

12.1 A part-time employee is an employee who:

(a) is engaged to work an average of fewer than 38 ordinary hours per week; and

(b) receives, on a pro rata basis, equivalent pay and conditions to those of a full-time employee who does the same kind of work.

12.2 For each ordinary hour worked, a part-time employee must be paid no less than 1/38th of the minimum weekly wage for the relevant classification in this award.
12.3 An employer must inform a part-time employee of their ordinary hours of work and starting and finishing times.

12.4 A part-time employee’s rostered hours of work can be altered by a minimum of 48 hours’ notice.

12.5 A part-time employee must be engaged for a minimum of three consecutive hours on any day or shift.

13. **Casual employment**

13.1 A casual employee is one engaged and paid as such. For each engagement a casual employee must be paid for a minimum of three hours.

13.2 A casual employee for working ordinary time must be paid an hourly rate calculated on the basis of 1/38th of the minimum weekly wage for the relevant classification in this award plus a casual loading of 25%. Where any other penalty is payable for working ordinary hours the calculation of such penalty must be based on the minimum hourly wage for the classification. The casual loading is not paid for overtime or time worked on Saturday, Sunday or a public holiday.

14. **Termination of employment**

14.1 Notice of termination is provided for in the NES.

14.2 **Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

14.3 **Job search entitlement**

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

15. **Redundancy**

15.1 Redundancy pay is provided for in the NES.

15.2 **Transitional provision**

(a) Subject to clause 15.2(b), an employee whose employment is terminated by an employer is entitled to redundancy pay in accordance with the terms of a notional agreement preserving a State award:
(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under the Workplace Relations Act 1996 (Cth) had applied to the employee; and

(ii) that would have entitled the employee to redundancy pay in excess of the employee’s entitlement to redundancy pay, if any, under the NES.

(b) The employee’s entitlement to redundancy pay under the notional agreement preserving a State award is limited to the amount of redundancy pay which exceeds the employee’s entitlement to redundancy pay, if any, under the NES.

(c) Clause 15.2 does not operate to diminish an employee’s entitlement to redundancy pay under any other instrument.

(d) Clause 15.2 ceases to operate on 31 December 2014.

15.3 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer’s option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

15.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under clause 15—Redundancy had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

15.5 Job search entitlement

(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose 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 must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause 14.3.
Part 4—Minimum Wages and Related Matters

16. Classifications and minimum wages

16.1 Employee minimum wages

The classifications and minimum wages for an employee, other than one specified in clause 16.4, are set out in the following table:

<table>
<thead>
<tr>
<th>Classification level</th>
<th>Minimum weekly wage</th>
<th>Minimum hourly wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>563.10</td>
<td>14.82</td>
</tr>
<tr>
<td>Level 2</td>
<td>579.70</td>
<td>15.26</td>
</tr>
<tr>
<td>Level 3</td>
<td>588.00</td>
<td>15.47</td>
</tr>
<tr>
<td>Level 4</td>
<td>596.40</td>
<td>15.69</td>
</tr>
<tr>
<td>Level 5</td>
<td>604.70</td>
<td>15.91</td>
</tr>
<tr>
<td>Level 6</td>
<td>621.40</td>
<td>16.35</td>
</tr>
</tbody>
</table>

16.2 For the purposes of clause 16.1, any entitlement to a minimum wage expressed to be by the week means any entitlement which an employee would receive for performing 38 hours of work.

16.3 The classification definitions are set out in Schedule A—Classification Structure and Definitions.

16.4 The following employees are not entitled to the minimum wages set out in the table in clause 16.1:

(a) a trainee (see clause 17—Trainee minimum wages); and

(b) an unapprenticed junior (see clause 18—Unapprenticed junior minimum wages); and

(c) an employee receiving a supported wage (see Schedule C—Supported Wage System).

17. Trainee minimum wages

See Schedule B—National Training Wage.

18. Unapprenticed junior minimum wages

The minimum wages for an unapprenticed junior employee are the following percentages of the appropriate classification and minimum wage set out in clause 16.1:

<table>
<thead>
<tr>
<th>Age</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>16 years of age or less</td>
<td>70</td>
</tr>
<tr>
<td>17 years of age</td>
<td>80</td>
</tr>
<tr>
<td>18 years of age and over</td>
<td>100</td>
</tr>
</tbody>
</table>
19. **Supported wage system**

See Schedule C—Supported Wage System.

20. **Allowances and special rates**

20.1 **All-purpose allowances**

The following allowance applies for all purposes of this award:

**Leading hands**

A leading hand in charge of one or more employees must be paid, in addition to the minimum wage for the highest classification supervised, or their own minimum wage, whichever is higher, the following:

<table>
<thead>
<tr>
<th>In charge of</th>
<th>Amount of the standard rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1–19 employees</td>
<td>152% per week extra</td>
</tr>
<tr>
<td>20 or more employees</td>
<td>254% per week extra</td>
</tr>
</tbody>
</table>

20.2 **Other allowances**

(a) **First aid allowance**

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or a similar body must be paid 83.2% of the standard rate per week extra if appointed by their employer to perform first aid duty.

(b) **Meal allowance**

An employee required to work overtime for at least one and a half hours after working ordinary hours must be paid by the employer an amount of $11.07 to meet the cost of a meal, except where a meal is provided by the employer.

(c) **Cold work**

An employee working for more than one hour in a place where the temperature is reduced by artificial means must be paid the following percentage of the standard rate per hour or part thereof extra:

<table>
<thead>
<tr>
<th>Temperature</th>
<th>Amount of the standard rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>From - 15.6°C to - 18.0°C</td>
<td>3.7% per hour or part thereof extra</td>
</tr>
<tr>
<td>Less than - 18.0°C to - 23.3°C</td>
<td>6.5% per hour or part thereof extra</td>
</tr>
<tr>
<td>Less than - 23.3°C</td>
<td>10.2% per hour or part thereof extra</td>
</tr>
</tbody>
</table>

(d) **Vehicle allowance**

An employee required to use their own motor vehicle for travelling from one place to another during working time must be paid $0.74 per kilometre.

(e) The allowances in clause 20.2 are not subject to any premium or penalty additions.
20.3 District allowances

(a) Northern Territory

An employee in the Northern Territory is entitled to payment of a district allowance in accordance with the terms of an award made under the *Workplace Relations Act 1996* (Cth):

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(b) Western Australia

An employee in Western Australia is entitled to payment of a district allowance in accordance with the terms of a notional agreement preserving a State award or an award made under the *Workplace Relations Act 1996* (Cth):

(i) that would have applied to the employee immediately prior to 1 January 2010, if the employee had at that time been in their current circumstances of employment and no agreement made under *Workplace Relations Act 1996* (Cth) had applied to the employee; and

(ii) that would have entitled the employee to payment of a district allowance.

(c) Clause 20.3 ceases to operate on 31 December 2014.

20.4 Adjustment of expense related allowances

(a) At the time of any adjustment to the standard rate, each expense related allowance must be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.

(b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<table>
<thead>
<tr>
<th>Type of allowance</th>
<th>Applicable Consumer Price Index figure</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meal allowance</td>
<td>Take away and fast foods sub-group</td>
</tr>
<tr>
<td>Vehicle allowance</td>
<td>Private motoring sub-group</td>
</tr>
</tbody>
</table>

21. Higher duties

An employee engaged for more than four hours during one day on duties carrying a higher minimum wage than the employee’s ordinary classification must be paid the higher minimum wage for such day. If engaged for four hours or less during one day, the employee must be paid the higher minimum wage for the time so worked.
22. **Payment of wages**

22.1 **Period of payment**

Wages must be paid weekly, either:

(a) according to the actual ordinary hours worked each week; or

(b) according to the average number of ordinary hours worked each week.

22.2 **Method of payment**

Wages must be paid by cash, cheque or electronic funds transfer into the employee’s bank or other recognised financial institution account.

23. **Superannuation**

23.1 **Superannuation legislation**

(a) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the award covering the employee applies.

(b) The rights and obligations in these clauses supplement those in superannuation legislation.

23.2 **Employer contributions**

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

23.3 **Voluntary employee contributions**

(a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 23.2.

(b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months’ written notice to their employer.

(c) The employer must pay the amount authorised under clauses 23.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 23.3(a) or (b) was made.
23.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 23.2 and pay the amount authorised under clauses 23.3(a) or (b) to one of the following superannuation funds:

(a) AustralianSuper; or
(b) LUCRF Super; or
(c) Meat Industry Employees’ Super Fund; or
(d) Sunsuper; or
(e) Statewide Superannuation Trust; or
(f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund.

Part 5—Hours of Work and Related Matters

24. Ordinary hours of work and rostering

24.1 Maximum weekly hours and requests for flexible working arrangements are provided for in the NES.

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

24.3 Day workers

(a) The ordinary hours of work for a day worker may be worked on any or all of the days of the week Monday to Friday. The days on which ordinary hours are worked may include Saturday and/or Sunday subject to agreement between the employer and the majority of employees concerned or between an employer and an individual employee. If agreement is reached in accordance with clause 24.3(a) the additional rates in clause 24.5 apply.

(b) The ordinary hours of work are to be worked continuously, except for meal and rest breaks, at the discretion of the employer between the hours 5.00 am and 5.00 pm. The spread of hours (5.00 am to 5.00 pm) may be altered by up to one hour at either or both ends of the spread, by agreement between an employer and the majority of employees concerned or, in appropriate circumstances, an employer and an individual employee.

(c) By agreement between the employer and the majority of employees concerned the ordinary hours for a day worker may be up to 12 hours per day.
24.4 Shiftworkers

(a) Definitions

For the purposes of this award:

(i) Early morning shift means a shift of ordinary hours commencing at or after 2.00 am and before 4.00 am; and

(ii) Afternoon shift means a shift of ordinary hours finishing at or after 5.00 pm or, where the ordinary hours are extended by agreement, 6.00 pm and at or before midnight; and

(iii) Night shift means a shift finishing after midnight and at or before 8.00 am.

(b) Hours of work

The ordinary hours for a shiftworker are up to 10 hours per day, inclusive of meal breaks, Monday to Sunday. By agreement between the employer and the majority of employees concerned the ordinary hours for a shiftworker may be up to 12 hours per day, inclusive of meal breaks, Monday to Sunday.

(c) Shift rates

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

(i) 10% of the ordinary time rate for ordinary hours worked on an early morning shift;

(ii) 15% of the ordinary time rate for ordinary hours worked on an afternoon or night shift;

(iii) 25% of the ordinary time rate for ordinary hours worked on permanent night shift.

(d) Overtime and public holiday rates

(i) A shiftworker who is required and works overtime must be paid overtime in accordance with clause 26—Overtime.

(ii) A shiftworker who is required and works on a public holiday must be paid for a minimum of four hours at the rate of 250%.

(e) Shift notice

(i) An employee must be given at least 48 hours’ notice of a requirement to work shiftwork and any alteration to their hours of work. By agreement between an employer and an employee, the notice requirement may be waived.

(ii) The hours for a shiftworker when fixed may be varied for breakdowns or other causes beyond the control of the employer.
24.5 **Weekend and public holiday penalty rates**

An employee who works ordinary hours on a Saturday, Sunday or public holiday must be paid an additional amount of:

(a) 50% of the ordinary time rate for ordinary hours worked on a Saturday;
(b) 75% of the ordinary time rate for ordinary hours worked on a Sunday; and
(c) 150% of the ordinary time rate for ordinary hours worked on a public holiday.

25. **Breaks**

25.1 **Meal breaks**

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

25.2 **Rest breaks**

An employee is entitled to rest breaks of 10 minutes each in the forenoon and in the afternoon, without deduction of pay.

25.3 **Crib time**

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

26. **Overtime**

26.1 **Payment for working overtime**

Except as provided for in clauses 26.4 and 26.5, for all work done outside of ordinary hours, the overtime rate is 150% for the first three hours and 200% thereafter.

26.2 **Call-back**

(a) An employee recalled to work overtime after leaving the employer’s business premises (whether notified before or after leaving the premises) must be paid for a minimum of three hours at the overtime rates each time the employee is so recalled.

(b) Clause 26.2(a) does not apply where it is customary for an employee to return to the employer’s premises to perform a specific job outside the employee’s ordinary hours or where the overtime is continuous, subject to a reasonable meal break, with the completion or commencement of ordinary hours.

26.3 **Rest period after overtime**

(a) When overtime work is necessary it must, wherever reasonably practicable, be arranged so that an employee has at least 10 consecutive hours off duty between the work of successive working days.
(b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next day that the employee has not had at least 10 consecutive hours off duty between those times must, subject to the other provisions of clause 26.3, be released after completion of the overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during such absence.

(c) If on the instructions of the employer, an employee resumes or continues work without having had the 10 consecutive hours off duty the employee must be paid at the rate of 200% until the employee is released from duty for such period. The employee is then entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary hours occurring during the absence.

(d) The provisions of clause 26.3 apply in the case of a shiftworker as if eight hours were substituted for 10 hours when overtime is worked:

(i) for the purpose of changing shift rosters; or

(ii) where a shiftworker does not report for duty and a day worker or a shiftworker is required to replace the shiftworker; or

(iii) where a shift is worked by arrangement between the employees themselves.

26.4 Weekend work

(a) Overtime worked by an employee on a Saturday must be paid at the rate of 150% for the first three hours and 200% thereafter.

(b) Overtime worked by an employee on a Sunday must be paid at the rate of 200%.

(c) An employee required to work overtime on a Saturday or a Sunday must be paid for a minimum of three hours on a Saturday and four hours on a Sunday at the overtime rates.

26.5 Public holiday work

An employee required to work overtime on a public holiday must be paid for a minimum of four hours at the rate of 250%.

Part 6—Leave and Public Holidays

27. Annual leave

27.1 Annual leave is provided for in the NES. Annual leave does not apply to a casual employee.
27.2 Definition of shiftworker

(a) For the purpose of the additional week of annual leave provided for in s.87(1)(b) of the Act, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.

(b) Where an employee with 12 months' continuous service is engaged for part of the 12 month period as a seven day shiftworker, that employee must have their annual leave increased by half a day for each month the employee is continuously engaged as a seven day shiftworker.

27.3 Payment for period of annual leave

An employee will be paid annual leave at the base rate of pay as prescribed by the NES.

27.4 Annual leave loading

In addition to the payment prescribed in clause 27.3, during a period of annual leave an employee must be paid a loading of 17.5% calculated on the base rate of pay or, if the employee would have worked shiftwork if the employee had not been on leave, the higher of:

(a) a loading of 17.5% calculated on the base rate of pay; or

(b) the shift rate including the relevant weekend penalty rate payments the employee would have received in respect of ordinary hours of work had the employee not been on leave during the relevant period.

27.5 Excessive leave

Notwithstanding s.88 of the Act, if an employer has genuinely tried to reach agreement with an employee as to the timing of taking annual leave, the employer can require the employee to take annual leave by giving not less than four weeks’ notice of the time when such leave is to be taken if:

(a) at the time the direction is given, the employee has eight weeks or more of annual leave accrued; and

(b) the amount of annual leave the employee is directed to take is less than or equal to a quarter of the amount of leave accrued.

27.6 Paid leave in advance of accrued entitlement

By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

27.7 Annual close-down

Notwithstanding s.88 of the Act and clause 27.5, an employer may close down an enterprise or part of it during any period of pre-planned maintenance or the installation of machinery, provided that:
(a) the employer gives not less than one month’s notice of the intention to do so; and

(b) the close-down occurs on not more than one occasion per year, unless otherwise agreed between an employer and the majority of employees concerned; and

(c) an employee who has accrued sufficient annual leave to cover the period of the close-down is allowed annual leave and also paid for that leave at the appropriate wage in accordance with clauses 27.3 and 27.4; and

(d) an employee who has not accrued sufficient annual leave to cover part or all of the close-down is allowed paid annual leave for the period for which they have accrued sufficient leave, and given unpaid leave for the remainder of the close-down; and

(e) any annual leave taken by an employee as a result of a close-down pursuant to clause 27.7 also counts as service by the employee with their employer.

27.8 Proportionate leave on termination

On termination of employment, an employee must be paid for annual leave accrued that has not been taken at the appropriate wage calculated in accordance with clauses 27.3 and 27.4.

28. Personal/carer’s leave and compassionate leave

28.1 Personal/carer’s leave and compassionate leave are provided for in the NES.

28.2 If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months then the employee’s unclaimed balance of paid personal/carer’s leave continues from the date of re-engagement.

29. Community service leave

Community service leave is provided for in the NES.

30. Public holidays

30.1 Public holidays are provided for in the NES.

30.2 Substitution of certain public holidays by agreement at the enterprise

By agreement between the employer and the majority of employees in the enterprise or part of the enterprise concerned, an alternative day may be taken as the public holiday instead of any of the prescribed days.
Schedule A—Classification Structure and Definitions

For the purposes of this award, the classification definitions are as follows:

A.1.1 Process Employee Level 1

(a) Points of entry

New employee.

(b) Skills/duties

(i) Undertakes structured induction training.

(ii) Works under direct supervision, either individually or in a team environment.

(iii) Undertakes training in quality systems.

(iv) Exercises minimal discretion.

(v) Undertakes training for any task.

(c) Promotional criteria

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

A.1.2 Process Employee Level 2

(a) Points of entry

(i) Previously a Process Employee Level 1; or

(ii) Proven and demonstrated skills at this level.

(b) Skills/duties

(i) Responsible for the quality of their work within this level.

(ii) Undertakes duties in a safe and responsible manner.

(iii) Exercises minimal judgment.

(c) Indicative tasks

(i) Loading and unloading the crate washer for finished product.

(ii) Locating and removing any residual feathers from carcasses on the line.

(iii) Rehanging poultry post-primary grading and/or including wet re-hanging or hanging on to automatic cut up, or operator scales, carton strapping, including minor adjustment and tape installation.

(iv) Maintaining plant hygiene, including laundering protective clothing in the factory environs.
(v) Placing a pad on a tray, a plastic liner in a crate, or forming cartons manually or semi-automatically.

(vi) Loading trays into an automatic wrapping machine and/or the hand application of stick-on labels on tray packs or bags.

(vii) Moving product between work areas as directed and/or distributing ice throughout the plant where required.

(viii) Receiving incoming goods and/or packaged products from the plant and/or sorting and stacking products inside a freezer or chiller room, and retrieving this product for despatch.

(ix) Operating material handling equipment which may require a licence, conveyer or shrink wrap machine.

(d) Promotional criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

A.1.3 Process Employee Level 3

(a) Points of entry

(i) Previously a Process Employee Level 2 or lower; or

(ii) Proven and demonstrated skills at this level.

(b) Skills/duties

(i) Responsible for the quality of their own work within this level.

(ii) Will be required to have a working knowledge of quality systems.

(iii) Works in a team environment.

(c) Indicative tasks

(i) Employees engaged in the product areas from where the kill and eviscerating lines meet to the point of entry into the first washer and/or chiller, including re-hanging, vent opening, eviscerating, harvesting, pre-pack presenter and evisceration checker.

(ii) Placing a whole bird and/or pieces into a plastic bag and/or clipping and/or placing the bagged or bulk bird into a carton or crate to quality standards.

(iii) Placing a bird and/or pieces into a plastic bag and/or clipping the bag on an automatic or semi-automatic machine.

(iv) Sorting and selecting pieces of boneless product to achieve random/set weights on valumatic trays and presenting the product to quality specifications which includes no blemishes, no retention of viscera and no protrusions or overlap, and to a standard specification layout.
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(v) All duties relating to a nine piece cut up machine in order to consistently achieve quality standards.

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

(vii) All mincing, filling, de-bone machine operation, flavour injector operation and mixer operation.

(d) Promotional criteria

An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.

A.1.4 Process Employee Level 4

(a) Points of entry

(i) Previously a Process Employee Level 3 or lower; or

(ii) Proven and demonstrated skills at this level.

(b) Skills/duties

(i) Responsible for the quality of their own work within this level.

(ii) Will be required to have a working knowledge of quality systems.

(iii) Works in a team environment.

(c) Indicative tasks

(i) Operating a weight labelling machine which automatically places a price-weight label, entering product and/or price coding and positioning labels to set quality standards.

(ii) Manually recording the type and weight of finished product from the packing floor to storage.

(iii) Unloading crates on to a dock, hanging live birds and/or catching escaped birds, assisting in the back up killing and restacking live bird crates.

(iv) Ensuring the accurate recording of product leaving the chiller or freezer ready for loading into a truck for despatch.

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

(vi) Rendering or digestion operators.
A.1.5  Process Employee Level 5

(a)  Points of entry
   (i)  Previously a Process Employee Level 4 or lower; or
   (ii) Proven and demonstrated skills (including as appropriate, Industry Certification) at this level.

(b)  Skills/duties
   (i)  Responsible for the quality of their own work within this level.
   (ii) Will be required to have a working knowledge of quality systems.
   (iii) Works in a team environment.

(c)  Indicative tasks
   (i)  De-boning poultry manually, on a semi-automatic machine or an on-line boning operation, to specified standards.
   (ii) Measuring and recording the physical properties of the whole bird or portions to established standards of measurement. This may include temperature, flock assessment, scalding characteristics, evisceration performance, water pick up where appropriate, bacteria control measures and preparation for laboratory staff and inspection services.
   (iii) Skilled use of a hand operated rotary saw to cut the whole bird and/or pieces to set standards.
   (iv) Primary grading of whole birds immediately after exiting the water and/or air chiller to predetermined quality specifications, sorting and selecting to meet those standards and placing the birds on shackles for distribution within the packing plant.
   (v)  Primary operation and care of all appropriate materials handling equipment under licence.

(d)  Promotional criteria
An employee remains at this level until they have developed the skills to allow the employee to effectively perform the tasks required and are assessed to be competent to perform effectively at a higher level so as to enable them to progress as a position becomes available.
A.1.6 Process Employee Level 6

(a) Points of entry

(i) Previously a Process Employee Level 5 or lower; or

(ii) Proven and demonstrated skills at this level.

(b) Skills/duties

(i) Capable of performing the duties of a Process Employee Levels 1 to 5.

(ii) Completed an accredited ‘Train the Trainer’ course.

(c) Indicative tasks

(i) All the duties of a Process Employee Levels 1 to 5.

(ii) Training of other process employees as directed.
Schedule B—National Training Wage
Schedule C—Supported Wage System

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual’s productive capacity within the supported wage system

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

relevant minimum wage means the minimum wage prescribed in this award for the class of work for which an employee is engaged

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee’s productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.
C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

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<th>Assessed capacity (clause C.5)</th>
<th>Relevant minimum wage</th>
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C.4.2 Provided that the minimum amount payable must be not less than $69 per week.

C.4.3 Where an employee’s assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Australia.

C.6.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by Fair Work Australia to the union by certified mail and the agreement will take effect unless an objection is notified to Fair Work Australia within 10 working days.
C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee’s capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

C.10.1 In order for an adequate assessment of the employee’s capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

C.10.3 The minimum amount payable to the employee during the trial period must be no less than $69 per week.

C.10.4 Work trials should include induction or training as appropriate to the job being trialled.

C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.