



FAIR WORK  
AUSTRALIA

## DECISION

*Fair Work Act 2009*

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

### **Inghams Enterprises Pty Limited**

(AG2012/1847)

### **INGHAMS ENTERPRISES (THOMASTOWN) & AMIEU ENTERPRISE AGREEMENT 2012**

Poultry processing

COMMISSIONER MCKENNA

SYDNEY, 7 JUNE 2012

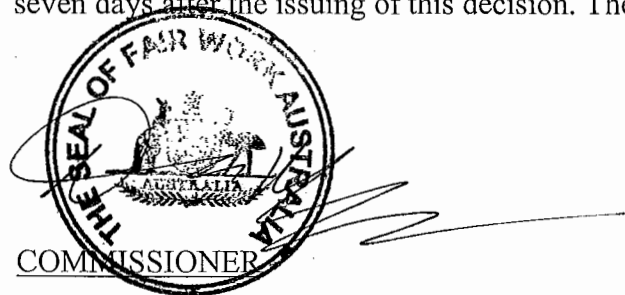
*Application for approval of the Inghams Enterprises (Thomastown) & AMIEU Enterprise Agreement 2012.*

[1] An application has been made for approval of an enterprise agreement known as the *Inghams Enterprises (Thomastown) & AMIEU Enterprise Agreement 2012* (“the Agreement”). The application has been made by Inghams Enterprises Pty Limited pursuant to s.185 of the *Fair Work Act 2009* (“the Act”). The Agreement is a single-enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act relevant to this application for approval has been met.

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from seven days after the issuing of this decision. The nominal expiry date is 2 March 2015.



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**INGHAMS ENTERPRISES (THOMASTOWN) & AMIEU**  
**ENTERPRISE AGREEMENT**  
**2012**

## Inghams Enterprises (Thomastown) and AMIEU Enterprise Agreement 2012

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## Inghams Enterprises (Thomastown) and AMIEU Enterprise Agreement 2012

### **PART 1 – PRELIMINARY**

#### **1.1 APPLICATION AND PARTIES**

1.1.1 This agreement shall apply at the Inghams Enterprises Pty Limited Thomastown Plant located at 319 Settlement Road, Thomastown, Victoria, in respect to all employees who are engaged in any of the occupations specified herein.

1.1.2 This agreement shall be binding upon:

- (a) Inghams Enterprises Pty Limited ("the Company"); and
- (b) All employees of the Company whether members of the union or not, engaged in any of the occupations specified herein.

1.1.3 This agreement, on approval by Fair Work Australia ("FWA"), and subject to the requirements of s.201 (2) of the *Fair Work Act 2009* (Cth) ("the Act"), shall cover the Australasian Meat Industry Employees' Union ("the Union").

#### **1.2 DATE OF OPERATION AND DURATION**

This agreement shall come into operation from seven (7) days after the date of approval of the Agreement by FWA and shall have a nominal expiry date of 2 March 2015.

#### **1.3 FLEXIBILITY TERM**

1.3.1 The Company and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

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

1.3.2 The Company must ensure that the terms of the individual flexibility arrangement:

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

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- 1.3.3 The Company must ensure that the individual flexibility arrangement:
- (a) Is in writing; and
  - (b) Includes the name of the Company and employee; and
  - (c) Is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) Includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) States the day on which the arrangement commences.
- 1.3.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.3.5 The Company or employee may terminate the individual flexibility arrangement:
- (a) By giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) If the Company and employee agree in writing — at any time.

## **PART 2 – CONDITIONS OF EMPLOYMENT**

### **2.1 TYPES OF EMPLOYMENT**

#### **2.1.1 General**

- (a) With the exception of casual employees, all employment shall be by the week.
- (b) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement and the employee shall carry out such direction and shall comply with their conditions of employment.

2.1.2 "Full Time Employee" means a person who is engaged by the week to work on an ongoing full time basis for an average of 38 ordinary hours per week.

#### **2.1.3 Part-Time Employees**

- (a) A regular part-time worker is an employee on a weekly contract of service who is rostered for a minimum of four hours for each day the worker is required to work.
- (b) A part-time employee shall be paid for working ordinary hours an hourly rate of 1/38th of the appropriate weekly wage of a full time employee. Overtime, in

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accordance with clause 4.2.1, is payable for hours worked in excess of 8 hours per day.

- (c) A part-time employee's entitlement to pro-rata sick leave and annual leave shall be calculated as follows:
  - (i) The sick leave entitlement (in hours) shall be calculated by multiplying the ordinary hours worked in each week by .0385.
  - (ii) The annual leave entitlement (in hours) shall be calculated by multiplying the ordinary hours worked in each week by .0769.
- (d) Part-time employees shall receive pro-rata payment for any other entitlements proportionate to the hours worked by permanent employees.
- (e) A part-time employee shall be entitled to be rostered for a minimum of 20 hours per week.

### **2.1.4 Casual Employees**

- (a) A casual employee is one engaged and paid as such. For working ordinary time, casual employees shall be paid per hour  $\frac{1}{38}^{\text{th}}$  of the weekly rates prescribed for a full time employee engaged at the appropriate classification level prescribed in clause 3.2, plus a loading of 25%, with a minimum engagement of four hours.
- (b) The casual loading of 25% includes payment for annual leave, personal/carer's leave, public holidays, other paid leave (except long service leave) and, where applicable, redundancy benefits, that the employee would be entitled to under the Agreement if they were employed on a full-time or part-time basis.
- (c) A casual employee who works in excess of 7.6 hours in one day shall be paid at overtime rates at the same rates as full time employees in accordance with clause 4.2.1.

## **2.2 MIXED FUNCTIONS**

2.2.1 Except for the purposes of training an employee required to work at a higher classification level shall be paid at the higher classification rate as follows:

- (a) When up to two hours is worked on any day then payment is received at the higher classification for two hours of work;
- (b) When more than two hours is worked then payment is issued at the higher classification for the whole day.

## **2.3 ABSENCE FROM WORK**

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

- (a) Notify the Company prior to the normal start time of the reason for the absence and the expected duration of the absence. The employee shall keep the Company informed as to the expected date of return to work.
- (b) If the reason for the absence is a work related injury then the employee shall inform the Company when, where and how the injury occurred.

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- (c) Upon return to work complete an "Employee Absence" form (or its replacement form) including stating the reason for the absence, whether notice was given and whether the employee is claiming personal/carer's leave for the absence.
- (d) If the absence is for 2 or more consecutive days, or in the circumstances outlined in clause 5.3.8, produce a certificate from a duly qualified medical practitioner giving the actual description of the injury or illness which in the medical practitioner's opinion is the reason for the absence and the expected duration of the incapacity.
- (e) If the employee cannot obtain a medical certificate, a statutory declaration may be considered acceptable in certain circumstances.

### **2.4 ABSENCE FROM DUTY**

An employee not attending for duty shall, except as provided by clause 5.3 - Personal/Carer's Leave of this Agreement, lose their pay for the actual time of such non-attendance.

## **PART 3 – CLASSIFICATIONS & WAGES**

### **3.1 CLASSIFICATIONS**

#### **3.1.1 Process Employee - Level 5**

- New employee with less than 600 hours experience.
- Undertakes training for any task. This will involve training in more than one specific area depending on the employee's application to the tasks.

#### **3.1.2 Process Employee - Level 4**

- (a) An employee who has successfully completed the initial training as a Process Employee Level 5 and who has demonstrated competence and performs such functions as required by the Company.
- (b) **Skill/Duties**
  - Responsible for the quality of their own work.
  - Has a working knowledge of company quality systems.
  - Works in a team environment.
  - Works in accordance with company OH&S requirements.
  - Can complete tasks in accordance with required rates.
- (c) Indicative of the tasks which an employee would perform are the following:
  - Rolling and reworking kiev type products.
  - Loading, inspecting, sorting, and packing off on production line.
  - Cleaning and waste removal.
  - Making-up, labelling or packing cartons.
  - Slicing ham, facilitating for mixing.
  - Assisting line operators with stock movement & ingredients but not line set up.
  - Movement of stock by electric pallet jacks if authorised.

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### (d) Progression

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

### 3.1.3 Process Employee - Level 3

(a) An employee who has undertaken training in Level 4 duties and has been assessed, in accordance with the agreed procedure, as being competent and required to perform in at least one of the following areas:

- Palletising and scanning finished stock into GEMS.
- Carrying out weight compliance checks, if requested.
- Relief of a level 1 or 2 position as and when required but no full time position available.
- Line attendant assisting line operator with set-up of Line #1 (40"), pull-down etc.
- Operating, changing films, switching on/off or adjusting top lidder sealers etc.

(b) In addition to the above an employee at this Level will perform Level 4 duties as directed by the Company.

### (c) Progression

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

### 3.1.4 Process Employee - Level 2

(a) An employee who has been assessed, in accordance with the agreed procedure, as being competent to perform at this level and who:

- Is responsible for the quality of their own work.
- Has a working knowledge of company quality systems.
- Works in a team environment or individually as required.
- Works in accordance with company OH&S requirements.

(b) Indicative of the tasks which an employee would perform are the following:

- Mixing marinade solutions and undertaking marination processes.
- Chicken room administration including monitoring and recording output, weighing product.
- On line checks and scanning for KFC products to assist line 1 operator & assistants.
- Machine packing operator for either of the Ishida weighers, Vega baggers etc.

### (c) Progression

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



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### 3.1.5 Process Employee - Level 1

(a) An employee who has been assessed to perform competently at this Level and who:

- Has sound knowledge of company quality systems.
- Sound knowledge of meat handling and processing techniques.
- Works in a team environment or individually as required.
- Works in accordance with company OH&S requirements.

(b) Indicative of the tasks which an employee would perform are the following:

- Competent operation of two or more of the following pieces of equipment under minimal supervision:
  - Mixing equipment including operation of Unimix and Scan Brine.
  - Line #1 or 40 inch line.
  - Line #2 or 34 inch line.
  - Line #3 or 24 inch line and assembly of Rheon machines.
  - Line #4 or 12 inch line and operation of Holymatics including paper interleaving.
- Accurate recording/scanning of meat and other ingredient usage, stock movement.
- Stripping of machines prior to cleaning, without supervision.
- Storage or retrieval of raw materials or finished products and/or receive and despatch goods including completion of all documentation. In order to do these an employee must be an approved & licensed forklift operator.

### 3.1.6 Production Assistant

(a) A "hands on" employee appointed by the Company and allocated responsibilities determined by the Company to assist in the good order of work flow in an operation area by:

- Receiving production instructions and allocating the work flow to employees.
- Undertaking training of other employees in their specific work area to established standards of competency.
- Controlling the standards of work and output to targets set by supervisors and other management.
- Determining shortages of labour or material or plant failures and to bring such matters to the attention of Supervisors for action.
- Directing, instructing & monitoring employees with regard to rotation and quality of work.

3.1.7 Employees classified at Level 3A up to the operation of this Agreement shall not suffer a reduction in wages as a result of this Agreement. They shall be reclassified as Level 3, but will continue to receive the same wage increase amounts that apply to other employees.

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### 3.2 WAGES

- 3.2.1 Adult employees shall be paid the wage rate assigned to the classification in which they are employed as from the first pay period to commence on or after the date specified below.

Classification	Column A	Column B	Column C
Level 1	\$891.55	\$922.75	\$955.05
Level 2	\$829.24	\$858.27	\$888.30
Level 3A	\$755.35	\$781.79	\$809.15
Level 3	\$741.12	\$767.06	\$793.91
Level 4	\$723.45	\$748.78	\$774.98
Level 5	\$687.67	\$711.74	\$736.65
Production Assistant	\$71.16	\$73.65	\$76.22

- The rates in Column A shall operate from the beginning of the first pay period to commence on or after 1 December 2011. To clarify, only the base rates of pay for Level 1 to Level 5 are backdated to 1 December 2011.
  - The rates in Column B shall operate from the beginning of the first pay period to commence on or after 2 March 2013.
  - The rates in Column C shall operate from the beginning of the first pay period to commence on or after 2 March 2014.
- 3.2.2 An employee appointed by the Company as a Production Assistant (as defined) shall be paid the rates in 3.2.1 above per week as a flat payment in addition to the rate for the classification in which they are employed.
- 3.2.3 Juniors

The wage rate of unapprenticed junior labour employed shall be as follows:

Percentage of the wage for applicable classification:

Under 17 years	70%
17 to 18 years	80%

and thereafter not less than the minimum adult rate for the said classification.

### 3.3 ALLOWANCES

#### 3.3.1 First Aid Allowance

An employee with the appropriate First Aid qualification shall be paid an allowance of \$10.90 per week when nominated by the Company to provide first aid on the site. This rate shall increase to \$11.28 and \$11.67 from the first pay periods to commence on or after 2 March 2013 and 2 March 2014 respectively.

#### 3.3.2 Meal Allowance

Where an employee works more than one and a half hours' overtime on any day they shall be supplied with a meal or paid \$11.20 as meal money. This rate shall increase to \$11.59 and \$12.00 from the beginning of the first pay periods to commence on or after 2 March 2013 and 2 March 2014 respectively.

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### **3.4 PAYMENT OF WAGES**

- 3.4.1 Payment of wages shall be made weekly by electronic funds transfer. Such payment will be made not later than Thursday in the pay week.
- 3.4.2 On each pay day the Company shall provide to each employee a payslip detailing the hours worked, including overtime, if any, gross wages and other payments made, including superannuation, WorkCover and make-up pay, leave pay and loading, all deductions there from, and ongoing accrual of sick leave and rostered days off.

### **3.5 SUPERANNUATION**

- 3.5.1 Following a written request from an employee, the Company may agree to a nominated portion of the employee's wage being 'sacrificed' by way of a contribution to an agreed superannuation fund.
- 3.5.2 Any such arrangement shall be in writing, signed by the employee and on behalf of the Company. This arrangement may only be altered once per annum. However in exceptional circumstances (i.e. significant changes in relevant legislation) the arrangement may be reviewed at any time.
- 3.5.3 Prior to entering into such an arrangement it shall be the responsibility of the employee making the request to seek independent financial advice.
- 3.5.4 The Company will continue to make superannuation contributions in accordance with the provisions of the relevant legislation.

### **3.6 WORKCOVER – ADDITIONAL PAYMENTS**

- 3.6.1 Subject to the conditions outlined in this clause a weekly employee who qualifies for WorkCover will receive an amount equal to the difference between the total amounts received as WorkCover payments and the employee's rate of wage for working ordinary hours.
- 3.6.2 No payment shall be made for the first three days of any absence on WorkCover, or after termination of employment by the Company for reasons other than to avoid obligations under this clause or by the employee for any reason.
- 3.6.3 Payment under this clause is conditional upon the employee accepting suitable work in accordance with the terms of any doctor's certificate issued in respect of the relevant accident. This may include work on duties or classifications different from the employee's normal duties.
- 3.6.4 No payment shall be made for any injury occurring during the first month of employment with the Company, excepting injuries involving the insertion of stitches or the fracture or breaking of bone. This sub-clause shall not apply to employees resuming employment when required following a period of retrenchment.
- 3.6.5 No payment shall be made for any injury arising out of any accident where the injured employee is knowingly in breach of, or refuses to comply with any statutory regulation, agreement provision, or any company policy, procedure or instruction relating to safe working practices.
- 3.6.6 No payment shall be made in respect of any accident occurring away from the premises of the Company between the time of commencement and the completion of work on any day, excepting accidents occurring during the performance of the employee's duties.

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- 3.6.7 In the event of a dispute as to the employee's fitness to resume normal work, or restricted work if available, a medical referee shall be appointed by agreement between the Company, and the employee and/or Union, whose decision shall be final. Costs involved under this sub-clause shall be met by the Company.
- 3.6.8 No payment shall be made in respect of any absence following a recurrence of injury arising out of employment with another Company.
- 3.6.9 No payment shall be made in respect of any period of other paid leave of absence.
- 3.6.10 Where the payments made under WorkCover are no less than the benefits under sub-clause 3.6.1 hereof then the total of such payments under WorkCover and under this clause are limited to maximum of 39 weeks in any year.
- 3.6.11 An employee on engagement may be required to declare all WorkCover claims made in the previous five (5) years, and in the event of false information being deliberately and knowingly declared the Company may require the employee to forfeit his entitlement to payment under this clause.
- 3.6.12 Where there is redemption of weekly compensation payments under the Act the Company's liability to pay accident pay shall cease as from the date of such redemption.

### **PART 4 – HOURS OF WORK AND OVERTIME**

#### **4.1 HOURS OF WORK**

- 4.1.1 The ordinary hours of work for a full-time employee (as defined) shall be an average of 38 hours per week over a 4 week cycle and shall not exceed 8 on any day.
- Provided that for each 8 hours worked or on paid leave an employee shall accrue 24 minutes towards payment for a rostered day off (RDO) in the four week cycle.
- 4.1.2 The Company will roster employees off on a staggered basis on any Monday or Friday. Where the Monday or Friday is a holiday then a substitute day shall be arranged, either immediately prior to or immediately following their roster day.
- Provided that where production requirements allow the Company may roster all or the majority of employees off on a Friday or a Monday.
- 4.1.3 By agreement with management, individual employees may accumulate up to 38 hours of RDO time, with payment for time worked on what would have been the employee's RDO to be paid at ordinary rates. Where an employee has banked their RDO/s the employee may choose to be paid out at any time for any banked RDO's. In the second week in December each year every employee's RDO bank will be reduced to 1 RDO and the excess hours (if any) paid to the employee. Payment shall be as if the employee took the RDO. Accumulated RDO time will be paid-out on termination of employment.
- 4.1.4 The daily hours of work prescribed in sub-clause 4.1.1 hereof shall be continuous and worked at the discretion of the Company from time to time between 6 a.m. and 6 p.m., Monday to Friday, excepting for a meal break of not less than 30 minutes. Provided that employees may be required to commence their ordinary hours between 4 a.m. and 6 a.m. and shall be paid overtime rates for time worked between 4 a.m. and 6 a.m.
- 4.1.5 Changes in the working of ordinary hours shall be discussed with the employees concerned through their delegate prior to implementation.

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### **4.1.6 Employees first employed after 2 January 2007:**

- (a) Notwithstanding any other provision of this agreement any employee who becomes a full time employee after 2 January 2007 will be rostered to take their RDO on a Tuesday, Wednesday or Thursday. This clause applies to casual employees who convert to full time employment after 2 January 2007.
- (b) Employees may be rostered to work ordinary hours on any day/s Monday to Saturday. Employees who work ordinary hours on a Saturday shall be paid 25% in addition to the appropriate classification for ordinary time worked on the Saturday.
- (c) The Saturday, shift and casual loadings are not compounding and each is calculated on the base ordinary time rate (For example, a casual working ordinary hours on a Saturday afternoon shift would be paid the permanent ordinary time rate plus 50%).

## **4.2 OVERTIME**

4.2.1 All time worked outside the ordinary working hours on any one day shall be deemed to be overtime and shall be paid for at time and a half for the first three hours and double time thereafter.

4.2.2 Any employee directed to work overtime after their rostered finishing time shall be entitled to a paid break prior to the commencement of such overtime as follows:

- (a) If one hour's overtime is to be worked a 10 minute break, or
- (b) If at least one and a half hour's overtime is to be worked a 15 minute break.

4.2.3 The Company may require any employee, with as much notice as reasonably practicable, to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

## **4.3 MEAL AND REST BREAKS**

4.3.1 Each employee shall be granted an interval of 30 minutes for a meal which shall commence between the 4th and 5th hour after the commencement of ordinary hours.

4.3.2 Meal intervals where allowed shall not, except as otherwise prescribed, be counted as part of the daily or weekly hours worked.

4.3.3 Employees shall be allowed a paid rest break of fifteen minutes' duration in the first half of each day worked and to a second paid rest break of 15 minutes duration in the second half of the day if the employee is rostered to work 7 hours or more.

4.3.4 Any employee directed to commence work between 4.00am and 5.00am inclusive shall be entitled to a paid break of 15 minutes duration between 6.00am and 6.45am.

4.3.5 Employee shall be entitled to a 3 minute wash-up time immediately prior to ceasing time each day on the basis that they remain at their work station until 3 minutes prior to their approved ceasing time.

## **4.4 SHIFT WORK**

4.4.1 Excepting for the spread of hours, the provisions of clause 4.1 also have application to shift workers.

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### **4.4.1 For the purposes of this clause:**

"Afternoon shift" means any shift finishing after 6 p.m. and at or before 12 midnight.

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

- 4.4.2 (a) An employee on afternoon shift shall be paid the appropriate rate for the classification in which they are employed plus 15%.
- (b) An employee on a night shift shall be paid the appropriate rate for the classification in which they are employed plus 25%.

### **4.5 SATURDAYS**

All work performed on Saturdays shall attract a minimum payment of four hours.

### **4.6 SUNDAYS**

All work performed on Sundays shall be paid for at the rate of double time with a minimum payment of four hours.

## **PART 5 – LEAVE AND PUBLIC HOLIDAYS**

### **5.1 THE NATIONAL EMPLOYMENT STANDARDS**

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

#### **5.1.2 Continuous Service**

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

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

#### **5.1.3 Notice**

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

#### **5.1.4 Documentary Evidence**

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

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### **5.2 ANNUAL LEAVE**

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

#### **5.2.2 Period of Leave**

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

#### **5.2.3 Payment for Period of Leave**

Before going on annual leave the employee shall be paid the amount of wages they would have received in respect of their base rates for the period of leave plus a loading of 17.5 per cent on such amount.

#### **5.2.4 Taking Leave**

- (a) The Company may request the employee to take annual leave by giving not less than four weeks' notice of the time when such leave is to be taken.
- (b) Subject to prior approval by the Company, which includes consideration of production requirements, the employee may take their annual leave in multiple periods, including periods of less than 1 week.
- (c) Except in urgent situations the employee must lodge any applications for annual leave at least four weeks in advance of the date upon which they wish to commence leave.
- (d) Any authorisation enabling an employee to take annual leave is subject to the Company's operational requirements.
- (e) An employee may be directed to take an amount of annual leave if the employee has an annual leave credit of more than 6 weeks.

#### **5.2.5 Annual Leave Exclusive of Public Holidays**

Should any of the public holidays pursuant to clause 5.5 fall during an employee's annual leave, and it is observed on a day which in the case of that employee would have been an ordinary working day then there shall be added to that leave an additional day or days for each such holiday so falling.

#### **5.2.6 Entitlement to Cash Out Annual Leave**

Subject to the provisions of the Act an employee may request in writing to forgo an amount of annual leave and to receive payment of that amount (including the leave loading) in lieu of taking the leave. The minimum amount of leave that can be requested to be paid out is one week and payment is conditional on the Company agreeing to the request. The employee must have at least four weeks of accrued leave remaining after the pay-out.

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### 5.2.7 Calculation of Service

For the purposes of this clause service shall be deemed to be unbroken notwithstanding:

- (a) any annual leave or long service leave taken;
- (b) any interruption or ending of the employment by the Company if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- (c) any absence from work on paid personal/carer's leave on account of sickness or accident;
- (d) any absence on account of leave (other than annual leave or long service leave) granted, imposed or agreed to by the Company;
- (e) any absence on any other account not involving termination of employment.

In calculating service any absence of a kind mentioned in paragraphs (a) (b) or (c) of this sub-clause shall be counted as service. For all other absences it will be necessary for the worker as part of his qualification for annual leave to serve such additional period as equals the period of such absences.

### 5.3 PERSONAL/CARER'S LEAVE

5.3.1 Employees are entitled to personal/carer's leave in accordance with the National Employment Standards. A summary of these entitlements is set out below. Only full time and part time employees are entitled to paid leave.

#### 5.3.2 Meaning

Personal/carer's leave is:

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

#### 5.3.3 Immediate Family Member

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

#### 5.3.4 Accrual

For each year of continuous service with the Company full time and part-time employees are entitled to 10 days paid personal/carer's leave. An employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the employee's ordinary hours of work.



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### **5.3.5 Payment**

When a full time or part time employee is entitled to paid personal/carer's leave they will be paid their base rate for the period of the absence.

### **5.3.6 Unpaid Carer's Leave**

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

5.3.7 An employee shall endeavour, prior to normal starting time (and in any event within 2 hours of normal starting time), to inform the Company of his/her inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence. If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for duty, he/she shall notify the Company forthwith to this effect and as far as is practicable state the estimated duration of the further absence.

5.3.8 An employee who is absent on two consecutive days or on the day before or after a "Public Holiday" shall be required to produce a doctor's certificate to be entitled to payment. Employees who take sick leave for more than two consecutive working days or on a day immediately preceding or succeeding a weekend, public holiday or annual leave may be required to produce a medical certificate for such period of absence. Failure to produce a medical certification will imply that the employee shall not be entitled to payment for the absence. If the employee cannot obtain a medical certificate, a statutory declaration may be considered acceptable in certain circumstances.

5.3.9 An employee on termination of employment shall be paid the sick leave standing to their credit at the date of termination.

### **5.3.10 Personal/Carers Leave Pay-Out**

Subject to the provisions of the Fair Work Act employees who have in excess of 114 hours personal/carer's leave in credit accrued may request in writing to receive payouts of such excess accumulation in November each year and their sick leave credit is reduced accordingly.

## **5.4 COMPASSIONATE LEAVE**

5.4.1 Full time or part time employees are entitled to paid compassionate leave in accordance with the National Employment Standards. A summary of that entitlement to compassionate leave is set out below.

### **5.4.2 Entitlement**

Full-time and part-time employees are entitled to a period of 2 days compassionate leave for each occasion when a member of your immediate family or household has a personal illness or injury that poses a serious threat to their life or a member of your immediate family or household dies.

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### **5.4.3 Documentary Evidence**

Full-time and part-time employees are entitled to compassionate leave only if you give the Company evidence that the Company reasonably requires of the illness, injury or death.

### **5.4.4 Immediate family member**

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

## **5.5 PUBLIC HOLIDAYS**

### **5.5.1 Employees, other than casuals, shall be entitled to holidays on the following days:**

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
- (b) The following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen's Birthday and Eight Hours' Day or Labour Day; and
- (c) Picnic Day (being the third Wednesday in January).

5.5.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

5.5.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

5.5.3 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

5.5.4 Where in Victoria public holidays are declared or prescribed on days other than those set out in 5.5.1 (a) and (b) above, those days shall constitute additional holidays for the purpose of this agreement.

5.5.5 The Company and employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement. An agreement pursuant to this clause shall be recorded in writing and be available to every affected employee.

5.5.6 All work performed on public holidays (except for Picnic Day) shall be paid for at the rate of double time in addition to the ordinary weekly rate for the time so worked.

### **5.5.7 Picnic Day**

- (a) The Company may elect to treat Picnic Day as a normal working day, or it may elect to recognise the day as a public holiday.
- (b) Where Picnic Day is treated as a normal working day, full-time employees who work on that day will be paid at ordinary rates and will be granted an additional paid day off work at a date to be agreed between the Company and the employee.

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### **5.6 PARENTAL LEAVE**

Employees covered by this agreement shall be entitled to Parental Leave in accordance with the provisions of the Fair Work Act 2009.

### **5.7 LONG SERVICE LEAVE**

All employees covered by this Agreement shall be entitled to Long Service Leave with pay, subject to and in accordance with the provisions of the Long Service Leave Act 1992.

### **5.8 SPECIAL LEAVE (OVERSEAS VISIT)**

5.8.1 Subject to the conditions set out herein, a full time employee may on one occasion only apply for Special Leave of absence for up to three months without pay.

5.8.2 The request must be in writing and specify the commencing date of the leave and the anticipated date of return to work.

5.8.3 An employee making the request must have a minimum of 5 years continuous service with the Company as a full time employee and must have been born outside of Australia.

5.8.4 The leave of absence will be without pay and during the period of absence there will be no entitlement to accrue any annual, personal/carer's or other paid leave.

5.8.5 Should the employee not return to work on the day and date specified then they will be deemed to have abandoned their employment.

### **5.9 COMMUNITY SERVICE LEAVE**

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

- (a) Time when the employee engages in the activity;
- (b) Reasonable travelling time associated with the activity;
- (c) Reasonable rest time immediately following the activity;

Provided that the employee's absence is reasonable in all the circumstances (unless the activity is jury service).

5.9.2 Eligible community service includes voluntary emergency management activity.

#### **5.9.3 Voluntary Emergency Management Activity**

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

### **5.10 JURY SERVICE**

5.10.1 If an employee, other than a casual employee, is required to attend on any day or days at Court in compliance with a summons to appear as a juror he/she shall for each day of

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attendance be granted leave by the Company for that day and be paid an amount equal to the difference between the fee to which the employee is entitled for attending on such day and the rate prescribed in clause 3.2 for the classification in which he/she is employed.

5.10.2 Payment under clause 5.10.1 shall be subject to the following conditions:

- (a) That the Company is notified that such a summons has been received, and the employee produces it to the Company on the first working day after receiving same;
- (b) That employee qualifies for a jury fee on that day or days and produces receipt of such payment, and
- (b) That the employee attends for work on the working day before and the working day after the day or days on which he/she is required to attend and attends for jury service.

### **PART 6 – GENERAL**

#### **6.1 TERMINATION OF EMPLOYMENT**

##### **6.1.1 Notice of Termination by Company**

- (a) In order to terminate the employment of a weekly employee the Company shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 Week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the above period of notice an employee over 45 years of age at the time of the giving of the notice with no less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed 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.
- (d) The period of notice or payment in lieu shall not apply in the case of dismissal for conduct that justifies instant dismissal, in the case of casuals, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

##### **6.1.2 Notice of Termination by Employees**

The notice of termination or payment in lieu required to be given or paid by a weekly employee shall be the same as that required of the Company, save and except that there shall be no additional notice based on the age of the employee concerned.

##### **6.1.3 Time Off During Notice Period**

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

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### **6.1.4 Warnings and Dismissal**

- (a) Should an employee be accused of unsatisfactory work performance or engage in any other conduct not consistent with their contract of employment then the Company shall advise the employee of the allegation and a note to this effect shall be included in the employee's file. If requested by the employee the union job delegate may be present when the warning is issued.

This note shall be signed by the Company's representative/s, the employee and the union delegate if present.

- (b) Should there be a further occurrence of unsatisfactory work performance etc., then the employee shall be issued with a written warning in the presence of the union job delegate if the employee requested that the union delegate be present.

This warning shall be signed by the Company's representative/s, the employee and the union delegate if present.

Such a written warning shall only be issued where it occurs within 12 months of action being taken in accordance with sub-clause (a).

- (c) Should there be a further occurrence of unsatisfactory work performance etc., following the issue of a written warning, then the employment of the employee shall be terminated in accordance with the provisions of this clause.

However, this sub-clause shall only operate where the further offence occurs within 6 months of a warning being issued as per sub-clause (b) hereof.

- (d) Notwithstanding any other provisions of this agreement the Company shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal including malingering, inefficiency, neglect of duty or misconduct and in such case the wages shall be paid up to the time of dismissal only.

Further, nothing in this clause shall be read as to prevent the Company from giving more or fewer warnings prior to dismissal, where appropriate.

### **6.1.5 Abandonment of employment**

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

## **6.2 REDUNDANCY**

- 6.2.1 Where the Company has made a definite decision to terminate the employment of an employee on account of redundancy, and this is not due to the ordinary and customary turnover of labour, the Company shall hold discussions with the employee(s) directly affected and, if requested by such employee(s), with the union.

- 6.2.2 The discussions shall take place as soon as is practicable after the Company has made a definite decision and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

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6.2.3 For the purpose of discussion the Company shall, as soon as practicable, provide to the employees concerned and if requested by the employees, the union, all relevant information about the proposed terminations including the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

6.2.4 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out herein the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the Company may at the Company's option, make payment in lieu thereof of an amount equal to the difference between the employee's former classification rate and the new lower classification rate for the number of weeks of notice still owing.

6.2.5 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 6.1.1, a full-time or part-time employee whose employment is terminated for reasons set out in sub-clause 6.2.1 above, shall be entitled to the following amount of severance pay in respect of a continuous period of service.

<b>Period of Continuous Service</b>	<b>Severance Pay</b>
1 year or less .....	Nil
1 year and up to completion of 2 years .....	4 weeks' pay
2 years and up to completion of 3 years .....	6 weeks' pay
3 years and up to completion of 4 years .....	7 weeks' pay
4 years and over – two weeks pay for each completed year of continuous service with a maximum entitlement of 38 weeks pay.	

"Week's Pay" means the classification rate for the employee concerned.

6.2.6 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.

**6.3 STANDING DOWN OF EMPLOYEES**

The Company shall have the right to deduct payment for any day or part of a day on which an employee cannot be usefully employed because of any industrial action or through any breakdown of machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible. This does not break the continuity of employment of the employee for the purposes of any entitlement.

**6.4 TRAINING**

6.4.1 Selection

The Company may select any suitable and willing employee to undertake training in tasks at a higher classification level. Before making such a selection, the Company will call for volunteers, and the Consultative Committee may provide input, ensuring that equal opportunity principals are applied in the selection process.

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### **6.4.2 Equal Employment Opportunities**

It is the policy of the Company that all persons, regardless of their sex, race, colour, religious beliefs, sexual preferences, marital status, political beliefs and age will be given equal opportunity for employment and promotion within the organisation. All appointments will be made solely on merit and the person's suitable ability for the relevant position.

6.4.3 Any employee who feels that they have been unfairly denied the opportunity to undertake further training may have their grievance considered by following the Disputes Settlement Procedure in clause 6.11.

### **6.4.4 Competency**

An employee shall be recognised as competent in a particular area upon satisfying the Production Assistant and the Supervisor in the particular area that the necessary level of competency has been achieved and will be maintained.

Any employee who feels they have been unfairly denied recognition as being competent at a particular level may have their grievance considered by following the procedure in clause 6.11.

## **6.5 PROTECTIVE CLOTHING**

6.5.1 Where an employee is required to wear, or it is normal practice to wear, particular items of protective clothing these will be provided free of cost to the employee. Protective clothing includes such items as overalls, safety boots, ear muffs, gloves, bump hats, dust masks etc.

6.5.2 Protective clothing provided by the Company for the benefit of the employee remains the property of the Company and the employee is not permitted to remove such property from Company premises. It is a condition of employment that where any item as described above is supplied then the employee must wear those items.

## **6.6 TRAVELLING EXPENSES**

Where an employee is temporarily transferred during working hours from one shop or factory to another the Company shall pay such employee all costs of transit and travelling time.

## **6.7 ACCOMMODATION**

The Company shall supply:

- (a) Tea, coffee, milk, sugar and boiling water in sufficient quantities for each employee immediately each meal time or rest period commences;
- (b) Wash hand basins each with an adequate supply of running water;
- (c) Separate lavatory and change rooms for females;
- (d) Suitable dining accommodation and changing facilities for employees.

## **6.8 OCCUPATIONAL HEALTH AND SAFETY**

6.8.1 The Company shall provide first aid facilities in accordance with the Compliance Code - First Aid in the Workplace.

6.8.2 The Company shall supply when required, reasonable transport to any injured employee without cost to the employee.

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### **6.9 CONSULTATION**

- 6.9.1 It is acknowledged by the parties that the productivity and competitiveness of the Company must continue to be improved and that this agreement represents a step in that process.
- 6.9.2 To assist in this process it is agreed that a Consultative Committee will be established. The Committee shall consist of up to three representatives from management and five employee representatives elected by and from the workforce, from the areas of chicken room, production, packing and despatch.
- 6.9.3 The primary aim of the Committee is to improve the productivity and efficiency of the Company so as to enhance the security of the business and the employment of its employees and provide training and career opportunities for employees.

### **6.10 MAJOR WORKPLACE CHANGE**

- 6.10.1 Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes.
- 6.10.2 The Company shall discuss with the employees affected the introduction of the changes referred to in sub-clause 6.10.1 above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees in relation to the changes.
- 6.10.3 Employees may be represented for the purposes of the abovementioned discussions.

### **6.11 DISPUTE SETTLEMENT PROCEDURES**

#### **6.11.1 Resolving a Dispute at the Workplace Level**

- (a) Subject to the provisions of the *Fair Work Act 2009* the following procedure shall apply to the avoidance of industrial disputes.
- (b) The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level. This may involve the affected employee first discussing the matter in dispute with their supervisor, then with more senior management.
- (c) At any stage of the disputes procedure an employee may appoint another person to represent them, including a union delegate or a union official.

#### **6.11.2 Where the Matter Cannot be Resolved at the Workplace Level**

- (a) If a matter in dispute cannot be resolved at the workplace level, either party to the dispute may refer the dispute to FWA in an attempt to resolve the matter. This process may include arbitration by consent of both parties.
- (a) If both parties consent to arbitration then it is agreed that FWA shall have the power to do all such things as are necessary for the just resolution or determination of the matter in dispute. This includes the exercising of procedural powers in relations to



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direction, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

- (b) Notwithstanding any other provision of this clause, FWA may, subject to the provisions of the Act, settle disputes:
  - (ii) About matters arising under the Agreement; and
  - (iii) In relation to the National Employment Standards.

### **6.11.3 Conduct during a dispute**

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

### **6.12 EXTRA CLAIMS**

It is a term of this agreement that the Union and employees of the Company undertake that no further claims will be made upon the company in respect of any Award or Agreement matter for term of this Agreement.

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**SIGNATORIES:**

For and on behalf of Inghams Enterprises Pty Limited  
ABN: 20 008 447 345



(Signature)

Position:

GROUP EXEC GENERAL MANAGER

Full Name:

ALAN WILSON

Address:

GRANT ROAD, SOMERVILLE.

Date signed

25.5.2012.

The Australasian Meat Industry Employees Union  
Victorian Branch  
as Bargaining Representative  
62 Lygon Street  
CARLTON VIC 3053  
ABN:



(Signature)

Position:

SECRETARY

Full Name:

PAUL CONWAY

Date signed:

23/5/12

