

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/251

**TITLE: Inghams Enterprises Bargo and Tahmoor Hatcheries  
Enterprise Agreement 2004**

**I.R.C. NO:** IRC5/4197

**DATE APPROVED/COMMENCEMENT:** 25 August 2005 / 22 February 2005

**TERM:** 16

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 7 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Inghams Enterprises Pty Ltd , located at 203-209 Northumberland Street, Liverpool, NSW 2170, engaged at the Company's hatcheries as follows: Bargo Turkey Hatchery, Bargo NSW; and Tahmoor Duck Hatchery, River Road, Tahmoor NSW, who fall within the coverage of the Poultry Industry Livestock (State) Award.

**PARTIES:** Inghams Enterprises Pty Limited -&- The Australian Workers' Union, New South Wales

# INGHAMS ENTERPRISES BARGO AND TAHMOOR HATCHERIES ENTERPRISE AGREEMENT - 2004

## PREAMBLE

This agreement made the 22 day of February 2005 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and the Australian Workers Union, New South Wales Branch (hereinafter referred to as the 'Union'), records that it is mutually agreed as follows.

### 1. Title

This agreement shall be known as the "Inghams Enterprises Bargo and Tahmoor Hatcheries Enterprise Agreement 2004"

### 2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Application
4.	Relationship to Award
5.	Parties Bound
6.	Measures to Achieve Gains in Productivity, Efficiency and Flexibility
7.	Quarantine
8.	Travel
9.	Classification Structure
10.	Wage Increases
11.	Dispute Settlement Procedures
12.	Protective Clothing
13.	Abandonment of Employment
14.	Part time Employment
15.	Rostered Days Off
16.	Payment of Wages
17.	Disciplinary Procedure
18.	Absence from Work
19.	Annual Leave
20.	No Further Claims
21.	Duration and Operation
22.	Signatories

Appendix 1 - Wages

Appendix 2 - Employee Notice - Code Of Conduct

### 3. Application

This agreement shall apply to all employees of Inghams Enterprises Pty Ltd covered by the Poultry Industry Livestock (State) Award and engaged at the Company's hatcheries as follows:

Bargo Turkey Hatchery, Bargo NSW;  
Tahmoor Duck Hatchery, River Road, Tahmoor, NSW

### 4. Relationship to Award

This agreement shall be read in conjunction with the award listed in clause 3. To the extent of any inconsistency between the award and this agreement, this agreement shall prevail.

## 5. Parties Bound

This agreement shall be binding upon:

- (a) Inghams Enterprises Pty Ltd (the Company);
- (b) The Australian Workers Union, New South Wales Branch (the Union) and its members; and
- (c) All employees at the Company's Bargo Turkey Hatchery and Tahmoor Duck Hatchery.

## 6. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

Following negotiations between the parties, the following measures designed to achieve real gains in productivity; efficiency and flexibility have or will be implemented.

- (a) The continuation of harmonious industrial relations with employees committed to pursue industrial matters through the agreed dispute procedure;
- (b) The commitment from employees to actively pursue and participate in ensuring the company maintains a world best practice safety record.
- (c) A commitment from employees to implement training schemes which will enhance career path opportunities and reclassification of employees in line with national competency standards for the poultry industry. Such training will be undertaken without loss of pay.

### (d) Working Pattern

- (i) The actual timing of the lunch and rest period may vary depending on the actual starting time on a hatch day. A rest period will be taken within 4 hours after start.
- (ii) The work pattern may be altered by the employer with 7 days notice in writing or by mutual agreement so as to maintain efficiency and continuity of hatchery operations.

### (e) Minor Maintenance

Employees covered by this agreement are to assist other employees of the Company in other forms of work, with the performance of minor maintenance as required. Certified tradespersons will be used to cover repairs and maintenance requiring qualified tradespersons' skills.

### (f) Flexible Staffing

- (i) There is to be no demarcation of work, with all employees assisting with production as required.
- (ii) Managers can assist with the work of employees covered by this agreement provided that employees are not displaced from their existing job.

### (g) Disputes

Any workplace disputes problems or issues that arise at a site covered by this agreement will be confined to the particular site involved and employees from another company site will not be involved.

## 7. Quarantine

- (a) Employees covered by this agreement specifically agree to abide by the Company's Quarantine Rules and Standards at all times.
- (b) Employees accept the requirement to sign a Company Quarantine Declaration at approximately six monthly intervals. It is further agreed that the terms of the Declaration are clearly a condition of

employment and failure to comply with those requirements may result in the immediate termination of an employee's employment with the Company.

## **8. Travel**

- (a) The usual place of employment for employees covered by this agreement shall be either Bargo Turkey Hatchery or Tahmoor Duck Hatchery
- (b) Where an employee is directed by the employer to work at both locations in the same working day normal hourly rates shall be paid for all showering and travel time between the two hatcheries. Travel expenses at the usual company rate shall be paid for travel between the two hatcheries.

## **9. Classification Structure**

- (a) Introduction
  - (i) All employees shall be classified in accordance with the criteria listed below.
  - (ii) A new employee shall commence on the basis of requiring 500 working hours period.
  - (iii) An employee must reach the relevant requirements of Level 2 within 500 working hours. If an employee does not meet this requirement within the 500 hours the employee's services may be terminated.
  - (iv) Employees may be required by the Company to rotate their functions within the skill level of their primary classification and below, as well as at a higher level as required during training and temporary relief.
  - (v) An employee working on a higher classification level and this is not for training, shall be paid the rate of pay applicable for the higher classification level as per the mixed functions provisions of the Award.
- (b) Criteria for Progression
  - (i) An employee remains at their designated Level until the employee has the skills and is assessed to be competent to perform effectively at a higher level.
  - (ii) Progression to the higher Operative Levels 4 & 5 will be dependent on the availability of a position and the employee being appointed to that position by the Company. Progression through Levels 1, 2 and 3 will be competency based.
  - (iii) Competency shall be assessed against the relevant Company Competency Standards.

- (c) Classification Levels

### **Operative Level 1**

An employee at this level has less than 500 hours experience with the company and has undertaken appropriate induction training including:-

Understanding company policies in respect to:-

- Occupational health and safety
- Quarantine and hygiene
- Employment conditions
- Quality management (HACCP Programme)
- Chemical handling & M.S.D.S.
- Incident reporting
- Emergency evacuation

Work at Operative Level 1 will be generally under direct supervision with direct checking. Progression to Operative Level 2 is achieved when the individual demonstrates that the need for supervision has diminished and they understand the relevant tasks. The employee must also show the ability to work as a team member.

Progression to Operative Level 2 will be considered in less than 500 working hours if previous industry experience and understanding of company policies/work practices can be demonstrated.

#### Operative Level 2 (General Duties)

Ability to work in a safe manner without direct supervision.

Basic knowledge of the following relevant duties: -

- Cleaning and disinfection of the hatchery as per site specific standard work procedures.
- Day old poult/duckling vaccination.
- Grade eggs to company quality standards.
- Packing eggs for transport.
- Pack eggs into setter dollies.
- Prepare day old treatment rooms for hatch day.
- Read and record maximum and minimum temperatures.
- Transfer, load and unload setters and dollies.
- Disposal of culls.
- Operate high-pressure wash pumps.
- Toe trim, beak trim, weigh and record poult/duckling quality observations.
- Maintain strain security.
- Check hatcher and setter machines and notify site management of problems.
- General routine maintenance not requiring trade certificates or higher qualifications.
- Work to general duties site specific standard operating procedures not listed above.

#### Operative Level 3

In addition to the relevant requirements from Level 2:

- Respond to problems with setter/hatcher machines and rectify basic problems.
- Monitor machines and analyse machine performance trends.
- Ability to interpret data.
- Carry out and monitor correct handling, storage, mixing and use of vaccines.
- Co-ordination of a key processing area on hatch days.
- Active role in training and practical techniques.
- Purchase requisitioning and book keeping.

#### Operative Level 4

An employee at this level will have the ability to work with minimum supervision and carry out the following duties in addition to Level 3:

Maintain and keep records in respect to all aspects of processing including:

- Paperwork for treatment room (recording sheet, grading, mould counts, breakouts )
- Paperwork for egg/coolroom (recording of current settings, specific gravity, grading)
- Hatchability standards
- Egg stocks
- Setter, hatcher, coolroom & plenum temperature & humidity recordings
- Involvement in drafting, monitoring & review safe working procedures
- Placement of day olds
- Risk assessments
- Manual handling
- Incident reports

Monitor and assess bird health and welfare  
 Monitor poultry disease report to manager/husbandry officer  
 Basic Computer skills  
 Obtain a supervisor course certificate ( Introduction to supervision )  
 Obtain a certified First Aid Certificate ( Optional )  
 Obtain Occupational & Safety Committee training course - ensure you have knowledge & understanding of your OH, S & Rehabilitation responsibilities.  
 Machine monitoring

Incubators	( temp & humidity )
Hatchers	( temp & humidity )
Coolroom	( temp & humidity )
Pre-heat	( temp & humidity )
Plenums	( temp & humidity )
Supervise & monitor staff.	

(d) Operative Level 5

In addition to the relevant requirements for Level 4 this person would take responsibility for the running of the hatchery in the absence of the hatchery manager.

Higher level of staff supervision.  
 Appreciation of weekly running costs and objectives.  
 Pendant checks.  
 Ability to council staff.  
 Prepare vaccines.  
 Workers comp & rehabilitation.  
 Organise work day.  
 Purchasing & stocktake of equipment, consumables.  
 Training history cards.  
 Pay roll.  
 Relate all relevant information to head office, and appropriate persons.  
 Demonstrate ability to be a team leader.  
 Calculating settings & hatches.  
 Calibration of Incubators & Hatchers.  
 After hours supervision in rotation with the hatchery manager.

**10. Wage Increases**

- (a) The new rates of pay in Table 1 of the attached Annexure 1 shall apply from the beginning of the first full pay period to commence on or after 1 July 2004.
- (b) The rates in Table 2 of the attached Schedule shall be payable from the beginning of the first full pay period commencing on or after 1 July 2005.
- (c) A schedule of the increases and new rates is attached. The hourly rates for casual employees shall be as set out in the attached schedule.
- (d) Provided that the rate for an Operative Level 1 shall at all times be the rate for a General Hand in the Award.

**11. Dispute Settlement Procedures**

Any grievance or dispute affecting the working conditions of employees or any other industrial matter shall be dealt with in the following manner: -

- (a) In the first instance Employee/s shall discuss any grievance or dispute with their immediate supervisor.

- (b) If no settlement of the grievance or dispute is reached in Step (a), the matter shall be discussed between the employee/s and/or their representative and the relevant nominated company representative.
- (c) In the event that settlement of the matter cannot be reached at Step (b), it shall be notified to the Industrial Relations Commission in accordance with the *Industrial Relations Act 1996*.
- (d) While the above procedures are in progress work shall continue normally.
- (e) All parties shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner with a view to the prompt settlement of the dispute.
- (f) Any Order of the Industrial Relations Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- (g) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made.

### **12. Protective Clothing**

- (1) Where an employee is required 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, dust masks etc.
- (2) Protective clothing provided by the Company for the benefit of the employee remains the property of the Company. It is a condition of employment that where any item as described above is supplied then the employee must wear those items.
- (3) Employees shall be provided with protective clothing to ensure that personal clothing shall be protected from the product.

### **13. Abandonment of Employment**

An employee who is absent from work for 3 consecutive working days without notifying the employer shall be assumed to have abandoned their employment. If within a further period of 7 days the employee has not satisfied the employer 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 the absence.

### **14. Part-Time Employment**

- (1) A part-time employee is an employee on a weekly contract of service who is required to work less than 152 ordinary hours over a four-week period, provided that the minimum period of engagement on any one day shall be 3.8 hours and in any one week 19 hours. Part-time employees may work on any days of the week.
- (2) A part-time employee shall be paid an hourly rate of 1/38th of the appropriate weekly wage.
- (3) A part-time employee's entitlement to pro-rata sick leave and annual leave shall be calculated as follows:
  - (a) The sick leave entitlement (in hours) shall be calculated by multiplying the ordinary hours worked in any week by .0193 during the first 12 months service and by .0385 thereafter.
  - (b) The annual leave entitlement (in hours) shall be calculated by multiplying the ordinary hours worked in any week by .077.
- (4) Payment in respect of any period of sick leave, public holidays or bereavement leave, as provided for in this Agreement, shall be made according to the number of hours the employee would have worked on

the day or days on which leave was taken so as not to reduce the employee's wage below the level which the employee would have received had he or she not been absent from work.

- (5) Part-time employees shall be entitled to the same annual leave and long service leave as full-time employees but payment will be made on a pro-rata basis.
- (6) A part-time employee who works outside the ordinary hours of work shall be paid for such excess hours or for work outside such hours at the rate of time and a half for the first two hours and double time thereafter.

#### **15. Rostered Days Off**

Rostered Days Off may be accrued in accordance with the terms of the Award. On application to the Company at any time an employee can be paid-out up to 5 days in any year and the employee's Rostered Day Off bank shall be reduced accordingly.

#### **16. Payment of Wages**

- (1) Wages will be paid by electronic funds transfer to an account nominated by the employee.
- (2) If an employee is underpaid by a net amount equal to or greater than four hours pay, the Company will ensure that the employee receives the entitled amount by electronic transfer on the day after the underpayment was reported. If payment is late due to external issues related to bank transfers and/or agency failure that result in total payroll or large sections being delayed, the Company will make all efforts to deal with these issues as soon as possible. Consideration will be given to all claims.
- (3) If an employee is underpaid by a net amount less than the equivalent of four hours pay then the error will be corrected in the pay week following the reporting of the error.
- (4) When a public holiday occurs on a Monday or a Tuesday, payment of wages is to be made by Electronic Funds Transfer into a nominated bank account within 3 working days of the end of the pay week in lieu of 2 working days.

#### **17. Disciplinary Procedure**

- (1) Inghams has a Standard Operating Procedure which describes the steps to be taken to counsel and discipline employees as a result of inappropriate conduct or unsatisfactory performance and to ensure employees are fairly and promptly treated in cases of misconduct or poor performance.
- (2) The Procedure, in the majority of cases, shall be used to assist an employee in understanding Company policies and requirements.
- (3) To provide guidance for employees in understanding the process, types of unacceptable conduct are listed in Annexure 2.

#### **18. Absence from Work**

- (1) An employee who does not attend for work as rostered shall:
  - (a) Promptly notify the Company (preferably before start time) of the reason for the absence and the expected duration of the absence. The employee shall keep the employer informed as to the expected date of return to work.
  - (b) Upon return to work complete an "Employee Absence" form including stating the reason for the absence, whether prompt notice was given and whether the employee is claiming sick leave for the absence.
  - (c) If the absence is on account of sickness or accident, produce, if required by the company, a certificate from a duly qualified medical practitioner giving a description of the injury or illness



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

- (2) Where an employee has:
- (a) been absent from duty in a manner which is systematic or exhibits a pattern; or
  - (b) has exceeded their annual or accumulated sick leave entitlement without due cause or satisfactory description of the injury or illness; or
  - (c) has failed to produce satisfactory evidence as to the reason for the absence including satisfactory description of the injury or illness; or
  - (d) failed to promptly notify the employer regarding details of the absence as per (1)(a) above.

Then the disciplinary procedure in sub-clause (3) shall apply:

- (3) In the case of unsatisfactory absenteeism as outlined in (2) above then the following procedure shall apply. At all steps an employee may be accompanied by another employee of their choice or a union delegate.
- (a) In the first instance informal counselling from their Supervisor shall occur including providing reasons for the counselling.
  - (b) If there is a further instance of unsatisfactory conduct then a written warning will be issued stating the exact nature of the warning and the instances leading to its issue. If an employee does not re-offend for a period of 12 months then the written warning shall be disregarded for the purposes of this clause.
  - (c) If there is a further instance of unsatisfactory conduct then a final written warning will be issued stating the instances leading to its issue and that further absences without an explanation satisfactory to the Company could lead to termination of employment.

If the employee fails to comply with this warning, then the employment may be terminated by the Company.

- (4) Where an employee has been absent from duty in a manner which is systematic or exhibits a pattern then there shall be no entitlement to payment for the following absences unless a certificate from a duly qualified medical practitioner is produced and the employee has a sick leave credit:
- (a) immediately preceding or succeeding weekends or non work days including annual leave.
  - (b) before or after a Public Holiday or any day substituted for such holidays.
  - (c) any days in excess of an employee's annual sick leave entitlement.

## **19. Annual Leave**

Subject to the Annual Holidays Act an employee may apply in advance for single days of annual leave. Such applications are to be in writing and are subject to approval by the employee's Supervisor. There shall be no entitlement to any annual leave unless it is applied for in advance.

## **20. No Further Claims**

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

## **21. Duration and Operation**

This agreement shall commence from the date of agreement and shall remain in force until the 30 June 2006. Thereafter the terms of the agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

## 22. Signatories

Signed for and on behalf of: Inghams Enterprises Pty Ltd

In the presence of:

Date:

Australian Workers Union, New South Wales Branch and its members

In the presence of:

Date:

## ANNEXURE 1

**TABLE 1 - WAGES**

The new rates of pay for working ordinary hours listed below shall apply from the first pay period to commence on or after 1 July 2004.

Operative	Full time \$ per Week	Part time \$ per hour	Base Casual Monday to Friday \$ per hour	Casual Saturday \$ per hour	Casual Sunday \$ Per hour	Casual Public Holiday \$ per hour
Level 1	\$448.40	\$11.8000	\$13.5700	\$19.4700	\$25.3700	\$31.2700
Level 2	\$508.79	\$13.3892	\$15.3976	\$22.0921	\$28.7867	\$35.4813
Level 3	\$520.77	\$13.7045	\$15.7601	\$22.6124	\$29.4646	\$36.3168
Level 4	\$560.00	\$14.7368	\$16.9473	\$24.3157	\$31.6841	\$39.0525
Level 5	\$576.32	\$15.1662	\$17.4411	\$25.0242	\$32.6074	\$40.1905

Casual rates above include 15% loading. In addition to the above a casual shall be paid an Annual Leave loading of 1/12th of the base casual rate for all ordinary hours worked (e.g. Level 2 - 1/12th of \$15.3976 = \$1.2831 per hour).

**Table. 2 - Wages**

The new rates of pay for working ordinary hours listed below shall apply from the first pay period to commence on or after 1 July 2005.

Classification	Full time \$ per week	Part-time \$ per hour	Base Casual Monday to Friday \$ per hour	Casual Saturday \$ per hour	Casual Sunday \$ Per hour	Casual Public Holiday \$ per hour
Level 1	\$467.40	\$12.3000	\$14.1450	\$20.2950	\$26.4450	\$32.5950
Level 2	\$529.14	\$13.9247	\$16.0135	\$22.9758	\$29.9382	\$36.9006
Level 3	\$541.60	\$14.2526	\$16.3905	\$23.5169	\$30.6432	\$37.7695
Level 4	\$582.40	\$15.3263	\$17.6252	\$25.2883	\$32.9515	\$40.6146
Level 5	\$599.37	\$15.7729	\$18.1388	\$26.0252	\$33.9116	\$41.7981

Casual rates above include 15% loading. In addition to the above a casual shall be paid an Annual Leave loading of 1/12th of the base casual rate for all ordinary hours worked (e.g. Level 2 - 1/12th of \$16.0135 = \$1.3345 per hour).

## **ANNEXURE 2**

### **Employee Notice**

#### **Code of conduct**

The following are examples of unacceptable conduct and work practices at the Inghams Turkey and Duck Hatcheries.

A. Misconduct that may result in instant dismissal includes:

- Signing another employees timesheet
- Consuming or under the influence of illegal drugs or alcohol at work
- Misappropriation of company/contractors or fellow employee's property
- Wilful damage to company property
- Fighting
- Continued refusal of duty
- Wilful disregard for safety policies

B. Final Warning

In exceptional circumstances an employee guilty of misconduct described in A would be issued with a "final warning" and if there is any further instances of misconduct then the employment would be terminated.

C. Conduct for which a "Conduct Improvement" notice would be issued includes:

- Poor work performance
- Absenteeism
- Starting work late
- Leaving early and/or reporting back late from breaks
- Smoking in prohibited areas
- Failure to follow instructions
- Unsafe work practices

Failure to respond to the conduct improvement notice would result in either a "final warning" being issued or the employment being terminated.