

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/253

**TITLE:** **Inghams Enterprises Southern Breeder Farms Enterprise Agreement 2005**

**I.R.C. NO:** IRC5/4330

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

**TERM:** 16

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/73.

**GAZETTAL REFERENCE:** 7 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 20

**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, at the Company's Southern Breeder Farms, 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 SOUTHERN BREEDER FARMS ENTERPRISE AGREEMENT - 2005

## PREAMBLE

This agreement made the 5<sup>TH</sup> day of April 2005 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The Australian Workers Union, New South Wales (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 Southern Breeder Farms Enterprise Agreement 2005"

### 2. Arrangement

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### 3. Application

This agreement shall apply at the Inghams Enterprises Pty Ltd Southern Breeder Farms at Badgerys Creek and Bargo and in respect to employees employed under the Poultry Industry Livestock (State) Award.

### 4. Relationship With Awards

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. Where there is no inconsistency the award listed in clause 3 shall apply.

### 5. Parties Bound

This agreement shall be binding upon:

- (a) Inghams Enterprises Pty Ltd (the Company);

- (b) The Australian Workers Union, New South Wales (the Union) and its members; and
- (c) All employees at the Company's Southern Breeder Farms employed under the Poultry Industry Livestock (State) Award.

## **6. Duration**

This agreement shall operate on and from the date it is approved by the Industrial Relations Commission of NSW until 31 December 2006. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

## **7. 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.

- 7.1 The working of unnotified overtime shall not incur meal monies to be paid unless more than 5½ hours of overtime have been completed on any day;
- 7.2 The continuation of harmonious industrial relations with the union and its members committed to pursue industrial matters through the appropriate tribunals (if necessary), and the agreed disputes procedure;
- 7.3 The commitment from the union and its members to actively pursue and participate in ensuring the company maintains a world best practice safety record.

### 7.4 Working Pattern/Meal and Rest Periods

- (a) When 4 pick-ups per day are required the working pattern, including meal/rest periods, for employees covered by this agreement, based on a 7.00am start, shall be as follows:

1st pick up	7.00 - 9.30 am
2nd pick up	9.30 - 11.00 am
lunch	11.00 - 11.30 am
3rd pick up	11.30 - 1.30 pm
rest period	1.30 - 1.50 pm
4th pick up	2.00 - 3.30 pm

- (b) The actual timing of the lunch and rest period may vary depending on the actual starting time for each farm.
- (c) If it is expected that the 1st and 2nd pick-ups will not be completed within 4 hours then the rest period is to be taken after the first pick-up (but not later than 4 hours after start) in lieu of the rest period later in the day.
- (d) The work pattern above may be altered by the employer or by mutual agreement in accordance with the Award, so as to maintain efficiency and continuity of farm operations.
- (e) The breaks outlined in sub-clause 5.4(a) above, include time in lieu of a 10 minute shower period at the start of each working day.

### 7.5 Minor Maintenance

Employees covered by this agreement are to assist other employees of the Company engaged under different awards and/or in other forms of work, with the performance of minor maintenance as required.

### 7.6 Flexible Staffing

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

#### 7.7 Disputes

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

### **8. Quarantine**

- 8.1 Employees covered by this agreement specifically agree to abide by the Company's Quarantine Rules and Standards at all times.
- 8.2 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.

### **9. Travel**

- 9.1 The usual place of employment for employees covered by this agreement shall either be the Bargo Farm Complex or the Badgerys Creek Farm Complex depending on their place of engagement.
- 9.2 The employer may alter an employee's usual place of employment by giving 7 days notice to permanent employees and 1 days notice to casual employees of the change. An employee's usual place of employment may be changed at any time by mutual agreement between the employer and the employee.
- 9.3 Where an employee is directed by the employer to work at a location other than the employee's usual place of employment the employee shall be paid;
  - (a) at ordinary rates for half of any time occupied in travelling outside of ordinary hours which is in excess of the time normally occupied in travelling from home to the usual place of employment.
  - (b) reasonable expenses actually incurred in excess of normal journey cost in travelling from home to their usual place of employment. Supporting documentation shall be supplied unless it is not possible to obtain such documentation

### **10. Classification Structure - Farming**

#### 10.1 Introduction

All employees shall be classified in accordance with the criteria listed below.

All new employees shall commence on the basis of requiring a maximum of 500 ordinary hours probation.

A new employee must reach the relevant requirements of Level 2 within 500 hours. If an employee does not meet this requirement within 500 hours the employee's services may be terminated.

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.

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 Award Mixed Functions clause.

## 10.2 Criteria for Progression

An employee remains at their designated Level until the employee has the relevant skills, and is assessed to be competent to perform effectively at a higher level.

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.

Competency shall be assessed against the relevant Company Competency Standards.

## 10.3 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

### Operative Level 2

All Farms

Ability to work in a safe manner without direct supervision

Basic knowledge of - cleaning, disinfecting (sanitising) equipment, machines buildings within farm confines

Control Pests and Vermin

Maintain tools and protective clothing for an efficient work place

Clean out and set up sheds (covered in basic knowledge - then in level 3).

Basic knowledge for handling poultry

Observation of bird activity

Ability to set ( zero ) and scales accurately

Ability to read and record Min/Max temperature and humidity levels

Ability to cull or identify and isolate birds to be culled

Prepare sheds, equipment and spread litter for new bird placement + set up for depopulation and cleanout

Catch / hold birds ( including DOP & 19-20 wk olds placement)

### Production

Collect, grade, pack, clean and store eggs to Company specification

Obtain basic knowledge of nest hygiene.

### Rearing

Grade birds between large and small bird pens

Maintain separation of male and female birds and small and large birds

### Operative Level 3

An employee at this level will have the ability to work with minimum supervision and carry out the following relevant duties, for production and/or rearing, in addition to Level 2:

Ability to keep accurate and useable records for:

- Egg collection

- Temperature/humidity

- Weighing and feeding of poultry

#### Daily / weekly activities

Check and ensure shed and equipment is in safe working order

Fumigate sheds and / or eggs.

Place chickens and operate correct brooding temperature

Assist with all operations of rearing / production poultry including -

- Calculating feed amounts

- Vaccinate poultry

- Beak-trimming & uniformity grading

- Observe and assess and report bird health and activity

- Maintain good shed / bird environment

- [eg brooding temperature, humidity, dust levels, litter, use of circ. & exhaust fans ] Observe and advise supervisor of any required changes immediately.

Monitor and maintain hygiene / quarantine of poultry farm

Ability to perform duties including -

- Operation of farm vehicles and equipment

- General maintenance of grounds

Operate within and maintain safe working practices

Ability to maintain water stock levels on site. Ensuring chlorination is accurate by daily sampling and recording.

#### Operative Level 4

An employee at this level will have the ability to work with minimum supervision and carry out the following relevant duties, for production and/or rearing, in addition to Level 3:

- Ability to induct, train and supervise all employees

- Maintain sheds, fixtures, fittings, fences and surrounds including

- Perform routine maintenance of equipment and vehicles (air, water, tyres, fuel)

- Operate specialised plant, machines and equipment (slashers maintain log book)

- Handle vaccines.

- Fully trained in safe handling and use of all utilised chemicals.

- Achieve and maintain an appropriate shed / bird environment.

- Ability if required to update and maintain all records.

- Read silo levels and calculate feed stocks

#### Operative Level 5

An employee at this level will have the ability to work with minimum supervision and carry out the following relevant duties, for production and/or rearing, in addition to Level 4:

Collect, maintain and analyse all records in respect to all aspects of farm performance including:-

- Bodyweight Control

- Stock Health

- Vaccination and medications

- Daily and weekly performance

- Feed usage and requirements

Order feed requirements

Monitor and assess poultry health and welfare( post mortems)

Diagnose poultry disease and report to manager/husbandry officer

Obtain a Supervisor Course Certificate ( Introduction to supervision )

Occupational Health & Safety Committee training course to ensure knowledge & understanding of OH & S responsibilities.

Obtain a certified First Aid Certificate Optional.

Obtain formal certification for chemical use.

### **11. Wage Increases**

A schedule of the wage increases and new rates is attached. The hourly rates for casual employees shall be as set out in the attached Appendix C.

### **12. Abandonment of Employment**

Where an employee is absent from work for a period of three working days without contacting the Company in regard to the reasons for the absence it shall be assumed that the employee has abandoned their employment. If within 7 days from the commencement of the absence the employee has not proved to the Manager that there was a satisfactory reason for the absence then the employee shall be deemed to have abandoned their employment.

### **13. 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.

### **14. 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.

### **15. 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 two working days of the end of the pay week.

#### **16. 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 Appendix A.

#### **17. 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 health professional 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 17 (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.



In the first instance informal counselling from their Supervisor shall occur including providing reasons for the counselling.

- (a) 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.
- (b) 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 health professional 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.

#### **18. Annual Leave**

Subject to the provisions of 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.

#### **19. 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.

#### **20. Salary Sacrifice**

- 20.1 Following discussions between the Manager and an employee, the Company may agree to an arrangement whereby a portion of the employee's wage is 'sacrificed' by way of a contribution to the Company's approved superannuation fund.
- 20.2 Any such offer and acceptance thereof shall be in writing, signed by the employee and on behalf of the Company. This agreement may only be altered once per year.
- 20.3 Prior to entering into such an arrangement it shall be the responsibility of the employee to seek independent financial advice.

## 21. No Further Claims

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

## 22. Signatories

Signed for and on behalf of:

Inghams Enterprises Pty Ltd

In the presence of:

Date:

Australian Workers Union, New South Wales 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 January 2005.

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	\$467.40	\$12.3000	\$14.1450	\$20.2950	\$26.4450	\$32.5950
Level 2	\$497.75	\$13.0988	\$15.0636	\$21.6130	\$28.1624	\$34.7118
Level 3	\$517.78	\$13.6259	\$15.6698	\$22.4828	\$29.2957	\$36.1087
Level 4	\$559.95	\$14.7354	\$16.9457	\$24.3135	\$31.6812	\$39.0489
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 \$15.0636 = \$1.2553 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 January 2006

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	\$517.66	\$13.6228	\$15.6662	\$22.4775	\$29.2889	\$36.1003
Level 3	\$538.50	\$14.1710	\$16.2966	\$23.3821	\$30.4675	\$37.5530
Level 4	\$582.34	\$15.3248	\$17.6236	\$25.2860	\$32.9484	\$40.6108
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 \$15.6662 = \$1.3055 per hour).

Note:- The rate of wage for level 1 shall at all times be the award rate for a General Hand.

## **ANNEXURE 2**

### **Employee Notice**

#### **Code of conduct**

The following are examples of unacceptable conduct and work practices at the Inghams Farms.

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.