

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA 97/76

**I.R.C. NO:** 97/1547

**DATE APPROVED/COMMENCEMENT:** 11 April 1997

**TERM:** Expires 31 December 1998

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 5

**TITLE:** Inghams Enterprises Southern Breeder Farms Enterprise Agreement  
1997



**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to Ingham Enterprises Pty Ltd Southern Breeder Farms at Badgerys Creek, Bargo and Rosedale in respect to employees under the Poultry Industry Livestock (State) Award.

**PARTIES:** Inghams Enterprises Pty Ltd -&- The AWU - FIME Amalgamated Union, New South Wales.

**INGHAMS ENTERPRISES  
SOUTHERN BREEDER FARMS  
ENTERPRISE AGREEMENT - 1997**

**PREAMBLE**

This agreement made the 20<sup>th</sup> day of February 1997 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The AWU-FIME Amalgamated 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 Southern Breeder Farms Enterprise Agreement 1997."

**2. ARRANGEMENT**

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**3. APPLICATION**

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

**4. PARTIES BOUND**

This agreement shall be binding upon:

- (a) Inghams Enterprises Pty Ltd (the Company);
- (b) The AWU - FIME Amalgamated Union, New South Wales Branch (the Union) and its members; and
- (c) All employees at the Company's Southern Breeder Farms employed under the Poultry Industry Livestock (State) Award.

**5. 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.

- 5.1 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;
- 5.2 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;
- 5.3 The commitment from the union and its members to actively pursue and participate in ensuring the company maintains a world best practice safety record.

- 5.4 **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 - 9.30am
2nd pick up	9.30 - 11.00am
lunch	11.00 - 11.30am
3rd pick up	11.30 - 1.30pm
rest period	1.30 - 1.50pm
4th pick up	2.00 - 3.30pm

- (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.

**5.5 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.

## 5.6 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.

## 5.7 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.

## 6. QUARANTINE

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

6.2 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.

## 7. WAGE INCREASES

- (a) In consideration of the implementation of this agreement, weekly wage rates shall be increased by 3% to apply from the first pay period to commence on or after 1 January 1997.
- (b) A further increase of 3% in weekly rates shall apply from the first pay period to commence 12 months after the date of signing of this agreement.
- (c) The increases in (a) and (b) hereof shall be converted to hourly rates for casuals.
- (d) Other than provided herein there shall be no further increases in wage rates for the life of this agreement.

## 8. DURATION & OPERATION

This agreement shall operate on and from the date it is approved by the Industrial Relations Commission of NSW until 31 December 1998. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

## 9. NOT TO BE USED AS A PRECEDENT

This agreement shall not be used by the Union in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

## 10. 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 unreasonable 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.

**11. SIGNATORIES**

Signed for and on behalf of-

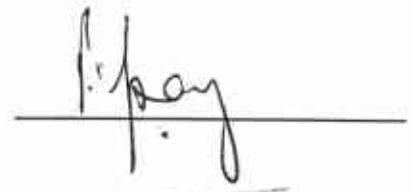
**Inghams Enterprises Pty Ltd**



Printed Name

J. W. RICKNER

In the presence of:



Printed Name



Date:

**AWU-FIME Amalgamated Union,  
New South Wales Branch and its members**



Printed Name

R. K. COLLISON

In the presence of:



Printed Name

S. BATDEK

Date:

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