

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/18**

**TITLE: Steggles Limited Warabrook Operations (Primary Breeding) Agreement 1998**

**L.R.C. NO:** 99/6285

**DATE APPROVED/COMMENCEMENT:** Approved 2 December 1999 and commenced 1 July 1998

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14



**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of the company employed at the company's Warabrook hatchery engaged in the incubation, hatching, vaccination, sexing and distribution of day-old chicks

**PARTIES:** Steggles Limited -&- The Australian Workers' Union, New South Wales

**WARABROOK OPERATIONS (PRIMARY BREEDING) AGREEMENT 1998**

**1. TITLE**

This agreement shall be known as the Steggles Limited Warabrook Operations (Primary Breeding) Agreement 1998 ("this agreement").

**2. SCOPE AND PARTIES**

This agreement is made by Steggles Limited ("the company") and the Australian Workers Union – Newcastle, Central Coast and Northern Regions Branch ("the union"). This agreement is made in relation to employees of the company employed at the company's Warabrook hatchery ("the site"); engaged in the incubation, hatching, vaccination, sexing, and distribution of day-old chicks and activities incidental thereto.

**3. DURATION OF AGREEMENT**

This agreement will come into effect on and from 1 July 1998 and will remain in force for 24 months. Not less than 2 months before the nominal date of expiry of the agreement; the company and the union will meet to discuss the renewal of the agreement.

**4. OBJECTIVE**

The objective of this agreement is to assist the Warabrook hatchery in achieving world class performance in quality, service and cost.

**5. PARENT AWARD**

Where this agreement is silent, the terms of the Poultry Industry Livestock (State) Award or the applicable enterprise agreement will apply; provided that the overall objective of this agreement is not subverted.

**6. REPRESENTATION, CONSULTATION AND SHARING OF INFORMATION**

The following arrangements will be maintained or introduced to ensure that unions, employees and the company maintain full and open communications:

The Single Bargaining Unit-("SBU") will continue as the peak union body representing employees and unions.

The SBU will meet bi-monthly with senior management to review the performance of the business, Beresfield operations, details of the company's overall business improvement plan, and any other matters required to enable the SBU to carry out its functions effectively. The meetings will be attended by senior company officers, including the Managing Director, the Operations Director and the Human Resources Director together with site management. The meetings will be chaired by the Chairman of the SBU.



In February 2000, Price Waterhouse will be engaged to carry out a further independent audit of Beresfield site profitability.

**7. RECOGNITION OF UNIONS AND UNION DELEGATES**

The company recognises the SBU and its constituent unions (for as long as those unions remain in the SBU and subject to the rules of the unions) as the principal representative body for employees at Beresfield and adjacent and ancillary operations ("relevant employees"). During the life of the agreement, the company will:

- not employ any relevant employee under any terms and conditions other than as provided by parent awards or site agreements;
- not employ any relevant employee under an Australian Workplace Agreement;
- encourage relevant employees to become and remain members of the appropriate trade union; including introducing new employees to union delegates as part of the induction process, providing membership application forms and facilitating direct payroll deductions for union dues; and
- provide reasonable time off (without loss of pay) for union delegates to carry out their functions and to undertake training, provided that company operations are not unduly affected.

**8. REDUNDANCY**

The Steggles Limited NSW Operations Redundancy Agreement (Attachment 3) applies to employees employed pursuant to this agreement.

**9. CLASSIFICATION STRUCTURE, TRAINING AND SALARIES**

(a) Employees will be paid an annual salary in accordance with the provisions of this clause and Attachment 2 - "Statement of Principles for Annual Salaries". There is no other allowance, penalty rate, overtime payment or other payment applicable other than as prescribed by this clause. (b) Employees will be paid in accordance with the following structure:

Classification	Annual Salary (F98) <sup>1</sup>	Annual Salary (F99) <sup>2</sup>
LEVEL 1	\$18,205.00	\$18,750.00
LEVEL 2	\$19,875.00	\$20,475.00
LEVEL 3	\$21,550.00	\$22,285.00
LEVEL 4	\$23,730.00	\$24,450.00
LEVEL 5	\$25,820.00	\$26,600.00
LEVEL 6	\$30,910.00	\$31,840.00

The detailed definition of the Classification Structure is found at Attachment 1 to this agreement.

(c) Salaries will be paid weekly by EFT to a bank account nominated by the

<sup>1</sup> with effect from the first full pay period to commence on or after 1 July 1998  
<sup>2</sup> with effect from the first full pay period to commence on or after 1 July 1999



employee.

(d) The company will make superannuation contributions into the Goodman Fielder Superannuation Fund ("the Fund") at the rate prescribed by the Superannuation Guarantee Charge (currently 7%).

Subject to the rules of the Fund, employees may elect to salary sacrifice up to a further 10% into the fund if they so desire, provided that such contributions are not varied other than annually.

(e) All site employees will have access to training in vent-sexing day-old chicks. Such training will be provided in a structured way, and will continue until such time as the trainer and/or the company determine that the employee is incapable of performing at the required standard.

(f) All site employees are required to receive or provide training to other employees as required.

#### 10. RESOLUTION OF DISPUTES AND GRIEVANCES

In the event that any grievance or dispute arises every effort will be made to resolve the issue at the local level. The parties are committed to speedy resolution of the issue in accordance with this procedure:

- a) the grievance or dispute should be raised by the employee or employees with their immediate manager, who will respond within two working days, unless there are reasonable circumstances preventing a response in that time;
- b) if the grievance or dispute is unresolved, the union delegate or union official will raise the issue with the Operations Manager (or his nominee) who will respond within two working days, unless there are reasonable circumstances preventing a response in that time;
- c) if the grievance or dispute remains unresolved, the union may elect to refer the matter to the Steggles Limited Single Bargaining Unit (SBU). The SBU shall convene a meeting of officials, appropriate delegates and senior management as soon as possible. The SBU meeting will attempt to resolve the issue and/or determine an appropriate procedure for resolution of the dispute;
- d) if the grievance or dispute remains unresolved it is to be notified to the Industrial Relations Commission of NSW for conciliation, and arbitration if necessary. The Commission's decision will be final.
- e) if the dispute concerns the dismissal of an employee for disciplinary reasons, at the union's request the company will revoke the dismissal and suspend the employee without loss of normal pay while the matter is discussed under this clause. The employee will remain suspended for the duration of the process outlined above (Clause 1).

If the matter is not resolved, the employee's suspension will cease at the conclusion of conciliation referred to in paragraph (1)(d) above and the dismissal will proceed, without prejudice to the rights of the employee, the union or the company.

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There is to be full continuity of operations without any restrictions on normal work while the dispute resolution procedures are carried out, provided that there is no risk to employees' health and safety.

In this context "normal" means that the work will be carried out in the same manner as applied immediately prior to the occurrence of the dispute or grievance.

#### **11. QUARANTINE STANDARDS**

Employees are not permitted to commence or maintain an employment, consulting or other contractual relationship with any other poultry processing business without the written authorisation of the company.

Employees are not permitted to come or intend to come into direct or indirect contact with any poultry or porcine species or generation which may pose a quarantine risk to the company's livestock. In the event that such contact is to occur, the company's written authorisation must be obtained prior to such contact taking place.

The requirements of this clause include employees' family members or other persons domiciled with or in regular contact with employees at the site.

#### **12. COMPANY POLICIES AND STANDARDS**

All employees will comply with company policies and standards as amended from time to time. In particular, the employees are required to comply with the company's Occupational Health and Safety Policy and its Drug and Alcohol Policy

#### **13. SICK LEAVE**

Employees are entitled to 10 days sick leave for each year of service. The sick leave will be cumulative from year to year to a maximum of 100 days' leave. Where an employee has excessive sick leave, the company may require ongoing medical certification as evidence of the need for sick leave. Employees whose sick leave requirements are at a level sufficient to affect the efficient operation of the site will have their employment reviewed.

#### **14. ANNUAL AND LONG SERVICE LEAVE**

Annual and Long Service Leave entitlements will accrue and be taken in accordance with applicable state legislation.

An annual leave loading of 20% is applicable to annual leave.

#### **15. COMPASSIONATE LEAVE**

An employee will be entitled to take compassionate leave on each occasion and on the production of satisfactory evidence of the death of near relatives. "Near relatives" include, but are not limited to: husband, wife (including de facto spouse), father, mother, stepfather, stepmother, child, stepchild, brother, sister, mother/father in-law, brother/sister in-law, grandparents or grandchildren. Every

situation will be assessed on its merits and the relationship of the employee and the deceased will be the principal consideration in determining the amount of leave granted, which will vary from 1 to 5 days.

An employee will not be entitled to compassionate leave if the leave coincides with any other type of leave.

**16. TRAINING AND DEVELOPMENT**

The company is committed to enhancing the skill of its workforce through the provision of training. The principle objectives of training are to improve efficiency and productivity and to provide employees with opportunities for career development and increased remuneration.

A training committee will be established to oversee, develop, prioritise and coordinate training. These committees will include employee and management representatives.

**17. LEAVE RESERVED**

The union reserves the right to renegotiate the salary for Level 6 once sufficient employees have become competent at that level.

**18. EXECUTION**

Signed for and on behalf of Steggles Limited by Jenny Gregory – Human Resources Manager - NSW:



Date: Monday, September 20, 1999

Signed for and on behalf of the Australian Workers Union – Newcastle, Central Coast & Northern Regions Branch, by:

(Name) JOMN BOYD

(Title) ORGANISER AWU

(Signature) 

Date: 12/10/99



## ATTACHMENT 1

### CLASSIFICATION STRUCTURE

Employees at all levels are required to:

- carry out housekeeping and maintenance tasks appropriate to the areas and equipment with which they are working;
- provide assistance to other employees as required;
- provide training and coaching as appropriate to their skill level;
- collect and analyse data relevant to their work processes; and
- maintain the company's requirements for hygiene, quarantine and animal welfare.

Each level is inclusive of all skills, tasks and responsibilities of lower levels in the structure.

#### LEVEL 1.

Level 1 is an entry point, and employees would not be expected to remain at this level for more than three months. Employees at this level will be involved in induction training and receive training in Level 2 skills. Tasks at this level include, but are not limited to:

- general cleaning and housekeeping duties;
- quarantine standards and practices;
- general maintenance and general hand duties;
- moving equipment and product; and
- provision of assistance to other employees as required.



#### LEVEL 2.

Level 2 employees are required to have a working knowledge of hatchery hygiene principles and practices, including:

- cleaning theory and principles;
- cleaners and sanitisers;
- poultry pathogens;
- monitoring and treatment of pathogens;
- hygiene awareness and practices; and
- laboratory monitoring.

Tasks at this level include, but are not limited to:

- identification of cleaning agents and equipment;
- mixing and applying chemicals;
- dismantling and reassembling equipment;
- routine cleaning such as sweeping, dusting, vacuuming, and washing;
- environmental and egg sampling for contamination; and
- interpreting test results.

**LEVEL 3.**

Level 3 employees are required to have a working knowledge of hatchery production principles and practices, including:

- egg hygiene;
- embryology;
- storage equipment maintenance;
- egg cool room hygiene; and
- temperature and humidity controls.

Tasks at this level include, but are not limited to:

- receiving and handling fertile eggs;
- monitoring egg quality, including grading, dating and documentation;
- hatchable egg selection;
- egg transfer;
- breakouts;
- candling;
- loading/unloading setter trolleys; and
- carrying out stock takes.

**LEVEL 4.**

Level 4 employees are required to have a working knowledge of chick welfare principles and practices, including:

- hygienic maintenance and use of machinery;
- customer requirements; and
- chick welfare.

Tasks at this level include, but are not limited to:

- beak trimming;
- feather sexing;
- navel scoring;
- toeing;
- dubbing;
- web slitting; and
- marking.

**LEVEL 5.**

Level 5 employees are required to have a working knowledge of poultry anatomy with respect to vaccinations and the principles and practices involved in use of the vaccines.

Tasks at this level include:

- preparation of vaccines; and
- vaccination of birds.



**LEVEL 6.**

Level 6 employees are required to have a working knowledge of avian reproductive anatomy and vent sexing principles and practices.

Tasks at this level include:

- effective and humane handling of chicks;
- effective bowel evacuation;
- determination of chick sex by visual inspection, at an accuracy rate of 98%, and a speed of 700 birds per hour.



## ATTACHMENT 2

## STATEMENT OF PRINCIPLES – ANNUAL SALARIES

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Traditional award systems reward employees for the time they are at work – either on a fixed rate for 38 hours per week; or on an hourly basis for part time and casual employees. Normally loadings of 50% and/or 100% of the hourly rate will apply once standard weekly or daily hours have been exceeded.

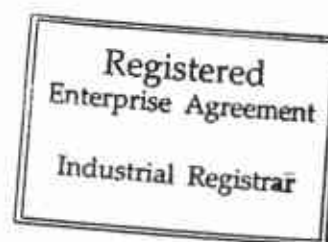
This type of system is rewarding employees only on the basis of the time that employees spend at work; and fails to take into account more important performance criteria such as quality, service, cycle time, waste reduction and process improvement. As businesses seek to implement world class production systems, the conflict between the traditional payment system and the business objectives becomes an increasingly important issue for resolution.

2. One solution to this issue is to eliminate the concept of fixed weekly hours and pay employees a fixed annual salary that applies regardless of the number of hours actually worked; and on the basis of the skills that employees bring to the business. The overall objective of such a system is to reward employees for their skills and contributions in delivering enhanced customer service and more efficient performance.
3. The regulation of day-to-day work is managed by agreement between employees; the union and management. Performance measures will be determined and monitored. This will include ongoing review of the demands on the site; the number of employees; safety performance and overall site efficiency.
4. Given the current workload, the company and the AWU have agreed that the manning levels should be set at 13. This includes 1 position to provide cover for training. In discussing manning levels, it is agreed that the parties should be guided by the average hours worked by employees. For the purposes of this Attachment, the "average" hours are to be determined over a period of not less than 3 months.
5. The company and the union will meet at least monthly to review the operation of the agreement; and to review manning levels. Where a matter cannot be resolved by consensus, it will be referred to the NSWIC for resolution.
6. In the development and management of annualised salary agreements, and particularly with regard to manning levels; use of casuals and contractors; hours and days worked and salary levels; the company and the relevant union will be guided by:
  - staffing levels in existence in the function for a representative period immediately prior to the introduction or proposed introduction of annualised salaries.
  - hours and days worked in the function for a representative period immediately prior to the introduction or proposed introduction of annualised salaries.
  - actual gross earnings for a representative period immediately prior to the introduction or proposed introduction of annualised salaries.

Hours and days worked and staffing levels will be monitored, however it is understood and accepted that these will vary with the demands on the business. It is not the intention of the parties that there be minimum or maximum hours or days of work or staffing levels; but that the company's operational requirements are met effectively.

Should the hours worked at the hatchery exceed an average of 30 hours per week over a reasonable period of time, the company and the union will meet to discuss the matter in accordance with paragraph 4, above.

7. At all times in the development and management of annualised salary systems, considerations of occupational health and safety will remain paramount, consistent with the company's statement of policy on OH&S.



## ATTACHMENT 3

## STEGGLES LIMITED

## NSW OPERATIONS REDUNDANCY AGREEMENT



## 1. SCOPE OF AGREEMENT

This agreement is made between the company and the unions; and applies to all employees of the company in New South Wales. This agreement supersedes any and all entitlements that are not specifically provided for in this agreement.

## 2. DEFINITIONS

**"All purpose rate"** means the rate of pay used to calculate one week's normal pay. The all purpose rate excludes overtime; but includes penalty rates and shift premiums, and all allowances.

**"Casual employee"** means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this agreement.

**"Part time employee"** means an employee whose rostered hours of work are less than an average of 36.5 hours per week.

**"Redundancy"** means a situation where the company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the company's labour requirements. "Redundancy" does not include:

(a) termination of employment pursuant to the company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the company's requirement to reduce its labour requirements;

(b) termination of employment due to retirement;

(c) situations where full time or part time employees become surplus to the company's labour requirements due to industrial action taken by employees which affects the company's ability to continue normal operations;

(d) variations to rosters or shifts (as provided for by parent awards or site agreements) as a result of restructuring or changes in customer demands or operational requirements.

Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

(e) situations where part time or full time employees are not prepared to

undertake training or redeployment as a result of technological or operational changes which require such training or redeployment; provided that the proposed training or redeployment is agreed by the company and the union to be reasonably within the employee's capability;

(f) short term reductions in the company's labour requirements which can be managed pursuant to clause 4 of this agreement; or

(g) the sale or transfer of some or all of the company's business where continuity of employment is offered to employees.

**"The company"** means Steggles Limited.

**"The unions"** means those unions participating in the company's Beresfield site single bargaining unit, and includes the AMIEU; AWU; AMWU; ASU; ETU; NUW; SAWEFA; and TWU.

**"Week's pay"** means the applicable rate of pay used to calculate the employee's normal weekly rate of pay for the pay period immediately prior to the date of termination. Where employees are engaged on annualised salary agreements, a week's pay is determined by dividing the annual salary by 52.

**"Work Area"** means a discrete functional or geographical part of the company's operations. The determination of a work area is by reference to the management structure and accountabilities; award/agreement classification and/or union coverage.

### 3. CONSULTATION

Where the company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the relevant union or unions. The company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent. The company and the unions will jointly seek alternatives to redundancies.

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### 4. STEPS TO AVOID REDUNDANCIES

Where a redundancy situation appears likely, the company may seek to minimise the number of such redundancies by:

- reducing the hours worked by casual employees;
- reducing the number of casual employees;
- requiring full time and part time employees to take accrued RDOs; annual and long service leave; and
- reducing the hours worked by part time employees.

### 5. SELECTION FOR REDUNDANCY

(a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the company's operational requirements are met by the termination of employment of such volunteers.

(b) In the event that there are insufficient volunteers, or the company's

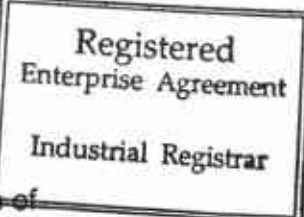
operational requirements would not be met by the termination of employment of volunteers; the company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
- long term operational requirements as to employee skills, experience and potential; and
- considerations of seniority, equity and fairness.

(c) In the event that there are more volunteers for redundancy than are required by the company; the company will determine who is to become redundant using the following criteria:

- where possible, the work area where redundancies are required will be the area in which employees are selected for redundancy;
- the company's medium and long term skill requirements; and
- other things being equal, those employees with the longest service shall have first preference for redundancy.

(d) Where the relevant union disagrees with the company's determination pursuant to this clause, it is entitled to have the company's determination reviewed pursuant to Clause 10, Resolution of Disputes.



## 6. NOTICE OF REDUNDANCY

(a) Employees to be made redundant will receive 4 weeks' written notice of termination of employment.

(b) During the notice period, the employee will be provided with paid leave to attend interviews with alternative employers and employment agencies, and to attend outplacement support activities; provided that such leave does not cause unreasonable disruption to the company's operations.

(c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this agreement will be paid to the employee.

(d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this agreement will be paid to that employee's dependants. Where the company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this agreement will be paid to the employee's estate.

## 7. PAYMENTS UPON TERMINATION OF EMPLOYMENT

On the last day of employment, redundant employees will receive a termination payment based on the following formulae:

(a) 4 weeks' pay;

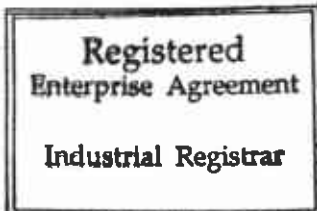
(b) a further 4 weeks' pay for each year of service, calculated to completed quarters;

provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.

(c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and

(d) accrued long service leave entitlements in accordance with the applicable NSW legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The unions may not make any claim on the company that is based on any change to the taxation treatment of termination payments.



## **8. ASSISTANCE TO SECURE ALTERNATIVE EMPLOYMENT**

The company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the company will, through its preferred outplacement services provider/s, ensure that those employees who need it receive preliminary counseling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The company and the union/s will discuss the appropriate level of outplacement support prior to any program being initiated.

## **9. TREATMENT OF CASUAL EMPLOYEES**

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.

Where a part time or full time employee has continuous service with the company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 7(b) of this agreement.

A part time or full time employee who has continuous service with the company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 7(c) of this agreement.

## **10. RESOLUTION OF DISPUTES**

Where the union/s have a grievance or claim in relation to the application or interpretation of this agreement, it shall be raised in the first instance with the company's NSW Human Resources Manager or her nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution.

Whilst the grievance or claim is being resolved, the unions will not take any form of industrial action.

## ATTACHMENT 2

## STATEMENT OF PRINCIPLES – ANNUAL SALARIES

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Traditional award systems reward employees for the time they are at work – either on a fixed rate for 38 hours per week; or on an hourly basis for part time and casual employees. Normally loadings of 50% and/or 100% of the hourly rate will apply once standard weekly or daily hours have been exceeded.

This type of system is rewarding employees only on the basis of the time that employees spend at work; and fails to take into account more important performance criteria such as quality, service, cycle time, waste reduction and process improvement. As businesses seek to implement world class production systems, the conflict between the traditional payment system and the business objectives becomes an increasingly important issue for resolution.

2. One solution to this issue is to eliminate the concept of fixed weekly hours and pay employees a fixed annual salary that applies regardless of the number of hours actually worked; and on the basis of the skills that employees bring to the business. The overall objective of such a system is to reward employees for their skills and contributions in delivering enhanced customer service and more efficient performance.
3. The regulation of day-to-day work is managed by agreement between employees; the union and management. Performance measures will be determined and monitored. This will include ongoing review of the demands on the site; the number of employees; safety performance and overall site efficiency.
4. Given the current workload, the company and the AWU have agreed that the manning levels should be set at 13. This includes 1 position to provide cover for training. In discussing manning levels, it is agreed that the parties should be guided by the average hours worked by employees. For the purposes of this Attachment, the "average" hours are to be determined over a period of not less than 3 months.
5. The company and the union will meet at least monthly to review the operation of the agreement; and to review manning levels. Where a matter cannot be resolved by consensus, it will be referred to the NSWIC for resolution.
6. In the development and management of annualised salary agreements, and particularly with regard to manning levels; use of casuals and contractors; hours and days worked and salary levels; the company and the relevant union will be guided by:
  - staffing levels in existence in the function for a representative period immediately prior to the introduction or proposed introduction of annualised salaries.
  - hours and days worked in the function for a representative period immediately prior to the introduction or proposed introduction of annualised salaries.
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## ATTACHMENT 3

## STEGGLES LIMITED

## NSW OPERATIONS REDUNDANCY AGREEMENT



## 1. SCOPE OF AGREEMENT

This agreement is made between the company and the unions; and applies to all employees of the company in New South Wales. This agreement supersedes any and all entitlements that are not specifically provided for in this agreement.

## 2. DEFINITIONS

**"All purpose rate"** means the rate of pay used to calculate one week's normal pay. The all purpose rate excludes overtime; but includes penalty rates and shift premiums, and all allowances.

**"Casual employee"** means an employee who is employed on an hourly basis, and who has no reasonable expectation of regular work. A casual employee is not entitled to any termination payments pursuant to this agreement.

**"Part time employee"** means an employee whose rostered hours of work are less than an average of 36.5 hours per week.

**"Redundancy"** means a situation where the company proposes to permanently cease operating all or part of its business; and this cessation results in one or more full time or part time employees becoming surplus to the company's labour requirements. "Redundancy" does not include:

(a) termination of employment pursuant to the company's Disciplinary Policy and Procedures, provided that such termination is not directly related to the company's requirement to reduce its labour requirements;

(b) termination of employment due to retirement;

(c) situations where full time or part time employees become surplus to the company's labour requirements due to industrial action taken by employees which affects the company's ability to continue normal operations;

(d) variations to rosters or shifts (as provided for by parent awards or site agreements) as a result of restructuring or changes in customer demands or operational requirements.

Such roster or shift changes shall be made in consultation with the union/s and employees. Where employees are genuinely forced to terminate their employment as a result of such changes, the employee will be entitled to a redundancy benefit pursuant to this agreement. "Genuinely forced to terminate" employment does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime;

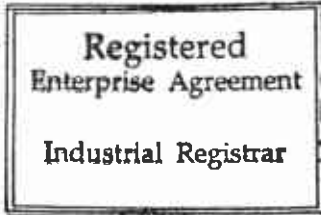
(e) situations where part time or full time employees are not prepared to

provided the total payment made pursuant to sub-clauses 7(a) and 7(b) will not exceed 56 weeks' pay.

(c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and

(d) accrued long service leave entitlements in accordance with the applicable NSW legislation and/or award, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The unions may not make any claim on the company that is based on any change to the taxation treatment of termination payments.



## 8. ASSISTANCE TO SECURE ALTERNATIVE EMPLOYMENT

The company will provide outplacement support to employees who are to be made redundant. The level of outplacement support will vary depending on the number and requirements of the employees concerned. As a minimum, the company will, through its preferred outplacement services provider/s, ensure that those employees who need it receive preliminary counseling, assistance in establishing a job-search plan, and advice in the preparation of job applications.

The company and the union/s will discuss the appropriate level of outplacement support prior to any program being initiated.

## 9. TREATMENT OF CASUAL EMPLOYEES

For the purpose of this clause, a "casual employee" is an employee who receives a casual loading.

Where a part time or full time employee has continuous service with the company as a casual employee prior to commencing their part time or full time employment; such service will be treated as part time or full time service for the purpose of sub-clause 7(b) of this agreement.

A part time or full time employee who has continuous service with the company as a casual employee prior to commencing their part time or full time employment will not have that service taken into account for the purpose of calculating entitlements pursuant to sub-clause 7(c) of this agreement.

## 10. RESOLUTION OF DISPUTES

Where the union/s have a grievance or claim in relation to the application or interpretation of this agreement, it shall be raised in the first instance with the company's NSW Human Resources Manager or her nominee. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the applicable industrial tribunal for resolution.

Whilst the grievance or claim is being resolved, the unions will not take any form of industrial action.

## 5. INCONSISTENCY

This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award (IRC no 6081 1996) but in the event of any inconsistency between this agreement and these awards this agreement shall take precedence. Where this agreement is silent then the relevant provisions of the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry preparation Wages (State) Award (IRC no 6081 of 1996) shall apply

## 6. AIMS AND OBJECTIVES

- (i) To improve the efficiency and productivity of the plant by ensuring present workplace practices are more closely attuned to current and future needs and objectives of the business
- (ii) To allow the business to operate efficiently and unimpeded at all times without interruptions to work and thereby stabilise employee earnings.
- (iii) To promote discussion, agreement and implementation of improvements to productivity which will include but not limited to issues such as:

Absenteeism  
OH & s including claim cost  
Product yields and recoveries  
Reduced waste  
Product quality  
Operating Costs  
Flexibility

**HACCP (Hazard Analysis Critical Control Point)**

- (iv) To achieve improvement in productivity, efficiency and flexibility to significantly increase the company's competitiveness which will in turn provide secure and worthwhile employment for employees'.
- (v) To provide career paths for employees' through structured training
- (vi) To share the benefits of such increased productivity and improved efficiencies with employees' through improved wages, conditions and security of employment.
- (vii) Eliminating work practices which have supported demarcations between various classes of employees'.

## 7.0 CONTRACT OF EMPLOYMENT.

- 7.1 Employee's shall be employed on either a full time, casual or regular daily basis.



- 7.4 A casual employee is one engaged and paid by the hour Monday to Friday. Casual employees may be employed for not less than four hours at each start and shall be paid at the hourly rate of one thirty-eighth of the weekly wage for the grade in which the employee is engaged, plus a loading of 21% per cent on ordinary hours.
- (a) A casual employee shall not be entitled to Annual Leave, Sick Leave, Bereavement Leave, Parental Leave, Public Holidays (not worked), and any such benefits that accrue to weekly employees for which the 21% loading is paid to casual employee's.
- 7.5 In order to promote labour flexibility the following employee duties shall apply to all employees employed under the agreement after proper training:
- (a) Employees shall perform such work as is reasonable and lawfully required of them by the company (provided that such duties are not designed to promote de-skilling), including accepting instructions from authorised personnel such as a manager, supervisor or leading hand or from nominated technical personnel.
- (b) Employees shall comply with all reasonable requests to transfer or change jobs.
- (c) Employees shall accept responsibility for the quality, accuracy and completion of any job or task assigned to the employee.
- (d) Employees shall keep in good working order any equipment or materials they are supplied with.
- (e) Employees shall not impose or continue to enforce existing demarcation barriers between the work of employees, provided that it is agreed that the work lies within the scope of the skill and competence of employee concerned.
- (f) Employees shall not impose any limitations or continue to enforce any limitations on supervisors, managers, or technical personnel demonstrating the use of new equipment or machinery or in emergency situations.
- (g) Any direction issued by the company pursuant to this clause shall be consistent with the company's responsibilities to provide a safe and healthy working environment. Employee's shall be responsible for ensuring work practices and procedures established by the company for the health and safety, and environmental reasons are complied with without exception and at all times.
- (h) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times.
- 7.6 Employees shall comply with the relevant occupational health and safety procedures which apply to the Occupational Health and Safety Act 1983.

#### 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.

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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## 1. AREA, INCIDENCE AND DURATION

This Agreement will apply to all persons employed by "Ripples" and will be known as the City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd Agreement 1997/1998.

The parties to this Agreement shall be "Ripples" and the Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division as agent for all employees.

The Agreement will take effect from the date of registration and operate from the first pay period on or after the date of registration and remain in force for a period of 24 months. Employees covered by the agreement at the date of registration will be paid the increase from the first pay period after that date.



## 2. STATEMENT OF INTENT

The parties to the Agreement are committed to co-operating positively to increase structural efficiency and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

- establish skill-related career paths;
- eliminate impediments to multi-skilling;
- broaden the range of tasks which a worker may be required to perform;
- achieve greater flexibility in workplace practices; and
- eliminate discrimination.

## 3. DEFINITIONS

- (i) "Ripples" - shall mean the City of Penrith Regional Indoor Aquatic and Recreation Centre Ltd situated at Charles Hackett Drive, St Marys.
- (ii) "Union" - shall mean the Federated Municipal and Shire Council Employees' Union of Australia (NSW Division)
- (iii) "Trainee" - shall mean employees who have not gained essential qualifications for position as determined in job description.
- (iv) "Gender" - Masculine Gender is used through this document and refers to both sexes.

(iv) Employees shall be given a paid meal break of twenty minutes after the first two hours of continuous overtime and for each subsequent four hours of continuous overtime.

(v) A 20 hour limit of leave in lieu accrual is to be placed on each employee. Any time in excess of this will be paid at the current penalty rates a in item no. (i).

N.B. time in lieu for work at the standard rate of pay will be accrued at standard time.

## B. Meal Breaks

An employee who, having been so instructed, works overtime for two hours or more prior to the agreed commencing time or after the agreed finishing time shall receive a reasonable meal of the employees' choice at the "Ripples Cafe."



## 8. USE OF SKILLS

The parties are committed to improving skill levels and removing impediments to multi-skilling and broadening the range of tasks that the employee may be required to perform.

## 9. EMPLOYMENT

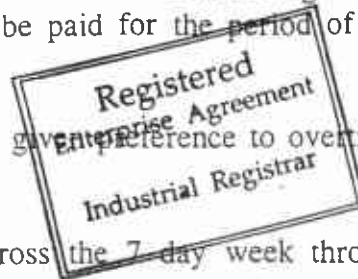
### A. PART-TIME EMPLOYMENT

- a. A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours, nominally 20 - 30 hours per week, which are less than the full-time ordinary hours prescribed by the Agreement.
- b. Such employee shall receive all the conditions prescribed by the Agreement on a pro-rata basis of the hours worked.
- c. Where a public holiday falls on a day which a part-time employee would have regularly worked, the employee shall be paid for the hours normally worked on that day. Should "Ripples" require staff to work on a public holiday then the appropriate overtime rate will apply.

### B. CASUAL EMPLOYMENT

- a. A casual employee shall mean an employee engaged on an hourly basis.
- b. A casual employee shall be paid a twenty percent loading on the appropriate hourly rate for every hour worked. This loading shall be paid in lieu of all leave prescribed by the Agreement, e.g. Annual Leave, Sick Leave.

- c. A casual employee shall not replace a permanent employee of "Ripples" on a permanent basis.
- d. A casual employee with the exception of those nominated under subclause (e) of Clause 9 shall be engaged for a minimum of 2 hours. In the case of emergency situations casuals may be engaged for less than 2 hours but must receive at least 2 hours pay irrespective of whether they work for the full 2 hours.
- e. Casual Instructors engaged in the presentation or ~~conducting~~ of sports/games and Learn to Swim/Squad Coaching shall be paid for ~~the period~~ of the activity unless otherwise agreed.
- f. Permanent part time positions are to be given preference to overtime before it being offered to casual staff.
- g. Casual employees may be rostered across ~~the 7 day week~~ through the spread of hours.



## 10. PAYMENT OF WAGES

- (i) Employees will be paid by the week.
- (ii) "Ripples" will pay by direct credit to the employee's nominated account. All charges ancillary to such payments shall be met by "Ripples".
- (iii) "Ripples" shall fix a regular payday for the payment of wages.

## 11. HOLIDAYS

- (i) The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW.
- (ii) "Union" Picnic Day shall for the purposes of this Agreement, be regarded as a holiday. The Picnic Day shall be on such day as is determined by the "Union".

Such holiday shall only be enjoyed by financial members of the Municipal Employees' Union. This shall not preclude non members from purchasing a Picnic Ticket from the Union at the commercial market value as determined by the Union.

Production of the butt of the picnic ticket issued to the employee shall be required for any payment for the day to be made including penalty rates.



- (ii) Where an employee is absent from work on approved leave without pay, he shall not be entitled to payment for any holiday which occurs during the period of absence.

## 19. TRAINING AND DEVELOPMENT

PERMANENT/PERMANENT PART TIME EMPLOYEES ONLY

CASUAL STAFF WILL BE REQUIRED TO PAY FOR THEIR OWN TRAINING

### (a) Training and Development

The parties to this Agreement recognise that in order to increase the efficiency and productivity of the industry a greater commitment to training and skills development and maintenance is required.

Accordingly, the parties commit themselves to:

1. develop a more highly skilled and flexible workforce;
2. providing employees with career opportunities.

"Ripples" at the request of an employee may grant such employee undertaking a course leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave "Ripples" such give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee give reasonable notice of such requirements. "Ripples" may pay course fees at its discretion.

### (b) Career Path Development

This Agreement provides "Ripples" and employees the opportunity to develop career structures within and across the organisation. The emphasis of the career path is to provide and develop new skills through a structured training program to allow mobility through and across skill bands. The establishment of skill related career paths will provide an incentive for workers to continue to participate in skills formation.

To provide for genuine and equitable career path opportunities, employees covered by this agreement shall be given reasonable opportunity to progress.

### (c) Multi Skilling

This Agreement aims to develop a workforce with a wide range of skills and abilities by providing employees with an opportunity to build long term career paths. It also aims to eliminate impediments to multi skilling and broadening the range of tasks which a worker may be required to perform. In this way, the Agreement ensures that work patterns and arrangements enhance flexibility and the efficiency of the organisation.

