

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/254

TITLE: Inghams Enterprises Morisset Hatchery Enterprise Agreement 2004

I.R.C. NO: IRC5/4199

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

TERM: 10

**NEW AGREEMENT OR
VARIATION:** Replaces EA99/7.

GAZETTAL REFERENCE: 7 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Inghams Enterprises Pty Ltd , Morisset Hatchery, 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 MORISSET HATCHERY ENTERPRISE AGREEMENT 2004

PREAMBLE

This agreement made the 16th day of December 2004 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 Morisset Hatchery Enterprise Agreement 2004."

2. Arrangement

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3. Application

This agreement shall apply at the Inghams Enterprises Pty Ltd Morisset Hatchery in respect to employees employed under the terms of The Poultry Industry Livestock (State) Award (the Award);

4. Relationship With Awards

This agreement shall be read in conjunction with the Award. 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 Morisset Hatchery employed under the terms of the Awards listed in Clause 3.

6. Duration of Agreement

- (1) This agreement shall operate from the date of approval and shall remain in force until 30 June 2006. Thereafter this agreement shall remain in force until varied or terminated in accordance with the provisions of the *Industrial Relations Act 1996*.
- (2) During April 2006, discussions shall commence in regard to the development of a new Enterprise Agreement.

7. 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-rate 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.

8. 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.

9. Rostered Days Off

Rostered Days Off may be accrued in accordance with the terms of the Award. On application to the Company 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.

10. 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.

10.1 Demarcation & Work Functions

There is to be no demarcation of work based on Union membership. All employees will assist with production as required to meet the following timetable. Salaried employees may also assist in times of need.

- (a) The first load of chickens will be ready for dispatch by 7.30 am each day if the facility is not feather sexing the day olds.
- (b) The second load of chickens will be ready for dispatch between 8.45 am and 9.00 am each day if the facility is not feather sexing the day olds.
- (c) The transfer of eggs (twelve trolleys only) from the incubators to hatchers is to be completed in 3.5 hours plus 1 hour clean-up. These hours are subject to flock age, health status and shell quality.
- (d) Clean-up, boxes and keyways are to be washed and sanitised, by normal ceasing time.

10.2 Maintenance Work

Production workers are to be trained and undertake minor maintenance work such as changing sprays, replacing hoses, clamps, fan belts on motors, slides in hatcher trolleys and foam strips in hatcher machines. Production workers are to assist the maintenance tradesman as required.

11. Quarantine

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

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.

13. Classification Structure

- (1) Introduction
 - (a) An employee shall be classified in accordance with the following criteria.
 - (b) All new employees shall commence on the basis of 500 hours probation and shall initially be classified as Level 1.

- (c) An employee must reach the relevant requirements of level 2 within 500 hours of commencement of employment. If an employee does not meet this requirement the employee's services may be terminated.
- (d) Employees will be required to rotate their functions within the skill level of their primary classification and below, as well as at a higher level as required.
- (e) An employee working on a higher classification level, when this is not for training, shall be paid the rate of pay applicable for the higher classification level for mixed functions worked at that level as per the award.
- (f) The parties reserve the right to alter or review the classification components during the period of this agreement on an agreed basis.

(2) Criteria for progression.

- (a) 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.
- (b) Progression to the higher level of 4 and 5 will be dependant on the availability of a position and the employee being appointed to that position by the Company. Progression through levels 1, 2 & 3 will be competency based
- (c) Competency shall be assessed against the relevant agreed Company Competency Standards.

(3) Classifications

Operative Level 1 (General Hand)

All employees should be flexible to move around the hatchery.

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

Understanding Company Policies in respect to:

- Occupational Health, Safety & rehabilitation
- Quarantine and Hygiene
- Employment conditions
- Quality and Total Quality Management (H.A.C.C.P)
- 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.

Operative Level 2 (Hatchery Assistant)

- Ability to work in a safe manner without direct supervision.
- Ability to keep accurate records for:

- H.A.C.C.P.
- Machinery isolation
- Restricted access

Operation of hatchers (cleaning & set up)

Operation of coolroom (setting of eggs & clean up)

- Operation of treatment room (cleaning & set up)
- Operation of washbay (cleaning & set up)
- Operation of take-off room (cleaning & set up)
- Operation of the "Inovoject" machine (transfers only)
- Accurately cull & count 100 chicks to a box
- Cleaning of incubators
- General hatchery cleaning (inside & out)
- General fogging of hatchery
- Maintenance of chemical sheds
- Work to general duties site specific standard operating procedures not listed above.

Operative Level 3

An employee at this level will have the ability to work with minimum supervision and carry out a minimum of 5 the following in addition to Level 2:

- hygiene testing
- preparing vaccine (I.B.)
- a.m. & p.m. cleaning of "Inovoject" machine, Inovoject system (Haccp)
- fumigation of hatchery
- yard maintenance (optional)
- basic hatchery maintenance
- hazard reporting
- conduct housekeeping audits.

Operative Level 4

To be able to progress to Level 4 training an employee must have completed Level 3.

An employee at this level will have the ability to work with minimum supervision and carry out Group 1 or Group 2 duties in addition to Level 3:

GROUP 1

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 old chicks
- Risk assessments
- Manual handling
- Incident reports

- Monitor and assess chick 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.
after hours alarm servicing

GROUP 2:

truck driving
chick deliveries
transport
egg pick up
customer relations

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 & assistant to the 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.

14. Wage Increases

- (1) Weekly wage rates of full time employees covered by this agreement shall be increased by 4% as from the first full pay period to commence on or after 1 July 2004.
- (2) A further increase of 4% in weekly wage rates for full time employees shall apply from the first full pay period to commence on or after 1 July 2005.
- (3) 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.

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. Payment shall be 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 three weekdays of the end of the pay week in lieu of two week days.

16. Disciplinary Procedure

- (1) Inghams has a Standard Operating Procedure (Appendix A) 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 B.

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 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. Provided that for an employee with a sick leave credit of at least 76 hours there shall not be a requirement to produce a medical certificate unless the absence is for more than 2 days.
- (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) Notwithstanding any other provision of this agreement 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.

18. 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.

19. Dispute Settlement Procedures

Subject to the provisions of the *Industrial Relations Act* 1996 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. This provision shall not apply in the case of a bone fide safety issue where the employee/s cannot be redeployed to a safe area.
- (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. No Further Claims

The Parties acknowledge that this agreement is in full and final settlement of all claims against the Company and during the nominal 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.

21. 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.

22. Signatories

Signed for and on behalf of:

Inghams Enterprises Pty Ltd

Printed Name

In the presence of:

Printed Name

Date:

Australian Workers Union, New South Wales Branch and its members

Printed Name:

In the presence of:

Printed Name:

Date:

APPENDIX A

Disciplinary Standard Operating Procedure

1. INTRODUCTION

This procedure describes the steps to be taken to counsel and discipline employees as the result of inappropriate conduct or performance and to ensure employees are fairly and promptly treated for cases of misconduct or poor performance.

2. ADMINISTRATIVE PROCEDURE

Follow the procedures detailed in Section 5.

Each and every occasion an employee is counselled, disciplined, warned, re-trained must be recorded on the employee's history card/personnel file. Written warnings must be on the prescribed form and placed on the employees personnel file.

3. DEFINITIONS

Misconduct/Unsatisfactory or Unacceptable Conduct

Improper behaviour, including non-compliance with any instruction, direction or procedure (written, pictorial or verbal).

4. RESPONSIBILITY

4.1 Leading Hands, Supervisors and Managers(all levels)

Follow the prescribed procedure (Section 5).

4.2 First Line Managers

Ensure these procedures are implemented and complied with and follow prescribed procedure (Section 5).

PROCEDURES FOR COUNSELLING AND DISCIPLINING EMPLOYEES

The following procedure shall be applied to all cases of misconduct, whether they are performance, behaviour or Occupational Health & Safety related.

TYPE	ACTIVATED BY	ACTION	PERSON/S RESPONSIBLE
Level 1	Unsatisfactory conduct or performance that can be corrected by normal supervision	Give verbal warning/ counselling and record on Employee History Card	Leading Hand or Supervisor
Level 2(a)	Persistent verbal warnings/counselling or an incident that justifies an immediate written warning being issued	Counsel the employee and issue an "Employee Conduct Improvement Report" (refer to attachments)	Supervisor or Superior
Level 2(b)	At the review date noted on the "Conduct Improvement Report" (Step 2(a)).	Counsel the employee and issue an "Employee Conduct Review" Report (refer to attachments)	Supervisor or Superior
Level 3	Repetition of previous unacceptable conduct or performance of such seriousness that it could result in termination.	Interview the employee. Detail unsatisfactory conduct or performance. Give opportunity to defend/respond. Note and consider response then determine course of action. Issue "Final Warning" (refer to attachments)	Supervisor and Superior
Level 4	Conduct or performance that justifies termination either instant or with notice or payment in lieu.	Interview the employee. If investigation of circumstances required - suspend employee pending investigation. Detail unsatisfactory conduct or performance. Give opportunity to defend/respond. Consider response - if unsatisfactory advise employee and issue "Termination Advice" (refer to attachments)	Site Manager and General Manager

Note 1: Each level is not dependent on the other.

Note 2: At levels 3-4 the employee should be advised prior to, or at the start of, the Counselling interview that he/she may have someone present with them.
(NB: This may be a union delegate)

APPENDIX B

Employee Notice

Code of conduct

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

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.

APPENDIX C

(1) The wage increases and new rates listed below shall apply from the first pay period to commence on or after 1 July 2004.

Operative	Old Rate 1 July 2004	Full Time Weekly Rate \$	Base Casual Monday to Friday \$ per hour	Casual Saturday per hour \$	Casual Sunday Per hour \$	Casual Public Holiday \$ per hour
Level 1	448.40	\$448.40	\$13.5700	\$19.4700	\$25.3700	\$31.2700
Level 2	\$495.29	\$515.10	\$15.5886	\$22.3663	\$29.1439	\$35.9216
Level 3	\$505.20	\$525.41	\$15.9005	\$22.8138	\$29.7270	\$36.6403
Level 4	\$530.46	\$551.68	\$16.6955	\$23.9545	\$31.2134	\$38.4723
Level 5	\$556.98	\$579.26	\$17.5302	\$25.1520	\$32.7739	\$40.3957

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 \$15.5886 = \$1.2991 per hour).

Note: The rate of wage for level 1 shall at all times be the award rate for a General Hand. The General Hand rate for a full time employee to apply from 26 July 2004 is \$467.40.

(2) The wage increases and new rates listed below shall apply from the first pay period to commence on or after 1 July 2005.

Classification	Full time Weekly Rate \$	Base Casual Monday to Friday \$ per hour	Casual Saturday \$ per hour	Casual Sunday \$ Per hour	Casual Public Holiday \$ per hour
Level 1	\$467.40	\$14.1450	\$20.2950	\$26.4450	\$32.5950
Level 2	\$535.71	\$16.2121	\$23.2609	\$30.3097	\$37.3584
Level 3	\$546.42	\$16.5365	\$23.7263	\$30.9161	\$38.1059
Level 4	\$573.75	\$17.3634	\$24.9126	\$32.4619	\$40.0112
Level 5	\$602.43	\$18.2314	\$26.1581	\$34.0848	\$42.0115

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 \$16.2121 = \$1.3510 per hour).