

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/44

**TITLE:** **Inghams Enterprises Appin Farm Complex Enterprise Agreement 2005**

**I.R.C. NO:** IRC6/307

**DATE APPROVED/COMMENCEMENT:** 3 February 2006 / 3 November 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA01/319.

**GAZETTAL REFERENCE:** 17 February 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Inghams Enterprises Pty Ltd, located at 203-209 Northumberland Street, Liverpool NSW 2170, who are engaged in the farming operations at Appin, who fall within the coverage of the Poultry Industry Livestock (State) Award.

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

**FILED**

27 JAN 2006 November 2005

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19 DEC 2005

Enterprise Agreement

Between

**Inghams Enterprises Pty Ltd**

And

**The Australian Workers Union, New South Wales and its Members**

### 1. TITLE

This agreement made this 3rd day of November 2005 shall be known as the Inghams Enterprises Appin Farm Complex Enterprise Agreement 2005.

### 2. ARRANGEMENT

Subject matter	Clause
Title	1
Arrangement	2
Application	3
Parties bound	4
Duration and operation	5
Relationship to the award	6
Measures to achieve gains in productivity, efficiency and flexibility	7
Sick Leave	8
Absence from Work	9
Emergency Services Leave	10
Shift Loading	11
Abandonment of Employment	12
Disciplinary Procedure	13
Wage Increases	14
No Further Claims	15
Dispute Settlement Procedure	16
Not to be Used as a Precedent	17
No Duress	18
Signatories	

### 3. APPLICATION

This agreement shall apply at the Inghams Enterprises Pty Ltd Appin Farm Complex in respect to all employees for whom classifications and rates of pay are provided in the Poultry Industry Livestock (State) Award.

#### **4. PARTIES BOUND**

This agreement shall be binding upon:

- Inghams Enterprises Pty Ltd (The Company);
- The Australian Workers Union, New South Wales and its members; and
- All employees at the company's Appin Farm Complex as provided in Clause 3.

#### **5. DURATION AND OPERATION**

This Agreement shall apply from the first full pay period to commence on or after the date of agreement and shall have a nominal life of 2 years. Thereafter this agreement shall remain in force until varied or terminated in accordance with the provisions of the *Industrial Relations Act 1996*.

#### **6. RELATIONSHIP TO THE AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the Poultry Industry Livestock (State) Award (the Award). Except as varied by this agreement the provisions of the Award shall apply.

To the extent of any inconsistency between this Agreement and the Award, this Agreement shall prevail.

#### **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 been implemented.

##### **7.1 Meal Breaks**

Employees shall be entitled to one 45 minute break per day (30 minutes unpaid) to commence no later than five hours after the commencement of work or breaks as per the Award at times agreed with the relevant Farm Manger.

##### **7.2 Ordinary Hours**

Where the operations of the farm require, because of unforeseen circumstances, employees shall, without the need for prior notice, work up to 9 hours on a maximum of two days in any one week. These hours shall be paid at ordinary time rates and form part of ordinary hours of work.

##### **7.3 Disputes**

Any workplace dispute, problem or issue that arises in regard to employees covered by this Agreement will be confined to the Appin farm complex. Employees from other company farms will not be involved.

#### **7.4 Payment of Wages**

All employees shall be paid by way of electronic funds transfer into an account nominated by the employee. All bank and government charges are the responsibility of the employee.

#### **7.5 Weekend Work**

Permanent employees will perform the functions previously carried out by casual nightman on Saturdays.

#### **7.7 Rostered Days Off**

Employees may accrue up to six (6) rostered-days-off (RDO). Time worked during normal hours on what would have been the employee's RDO shall be paid at ordinary time.

An employee on request may cash-out a minimum of three (3) days, maximum of five (5) days RDO's at one time and the employee's RDO bank shall be reduced accordingly.

#### **7.8 Wash-Up Time**

Employees at the Appin complex are currently allowed five (5) minutes prior to the completion of ordinary hours each day for shower/wash time.

When the employees are directed by the company to "shower on", then employees shall be allowed a maximum of fifteen (15) minutes in working time.

#### **7.9 Involvement in Stock Management**

It is accepted that the new stock management arrangements with each stockhand looking after a group of sheds should have a positive impact on performance. Through this process employees have more control over the sheds allocated.

During the term of this agreement the performance of this complex will be monitored with "benchmarking" on feed conversion, growth rates, and mortality. Such benchmarks could be internal, versus last year and contract growers in New South Wales.

#### **7.10 Minor Maintenance**

Stockhands and farmhands shall undertake minor maintenance work including:

- Filling floors
- Anti-perch wires on feed lines
- Replace belts on auger
- Replace door hinges
- Repair damaged fibro
- Repair PVC pipes

## 7.11 Spraying Sheds

All employees, following appropriate training, shall be required to undertake spraying in or around sheds as directed by a farm manager.

## 8. SICK LEAVE

- (1) In December of each year a full-time employee may elect to receive a cash payment for all or part of their untaken sick leave accumulation which is in excess of ten (10) days.
- (2) The maximum pay out in any year shall be ten (10) days. Provided that in exceptional financial circumstances, an employee may request to be paid out all or part of their accumulated sick leave, which is in excess of ten (10) days.
- (3) The request for payment is to be made by 5 December and any entitlement will be paid prior to 25 December in that year. An employee's accumulated sick leave balance shall be reduced by the amount of the pay out.
- (4) Any accumulated sick leave, to a maximum of 30 days, will be paid out on retirement, resignation or redundancy.

## 9. ABSENCE FROM WORK

- (1) An employee who is absent from work, when rostered for duty, shall:
  - (a) Notify the Company preferably by normal start time and no later than normal finishing 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 notice was given and whether the employee is claiming sick leave for the absence.
  - (c) If the absence is for 2 or more consecutive days, produce a certificate from a duly qualified health practitioner giving the actual description of the injury or illness which in the medical practitioner's opinion is the reason for the absence and the expected duration of the incapacity.
- (2) Where an employee has:
  - (a) been absent from duty in a manner which is systematic or exhibits a pattern;
  - (b) has exceeded their annual sick leave entitlement without due cause or satisfactory proof of illness; or
  - (c) has failed to produce satisfactory evidence as per sub-clause 9(1)(c) including satisfactory description of the injury or illness; or

- (d) failed to notify the employer of expected absences at the earliest opportunity.

Then the following arrangement shall apply:

- (i) In the first instance be subject to counselling from their Supervisor.
- (ii) If the employee fails to respond to counselling a written warning will be issued stating the nature of the warning, the instances leading to its issue and the improvement required.
- (iii) If there is no improvement a further written warning will be issued stating the exact nature of the warning, the instances leading to its issue and that further unauthorised or unexcused absences could lead to termination of employment. If after a review period the employee has responded positively to the counselling then the employee shall be advised accordingly. The union representative and the Company will agree on a review date.
- (iv) If the employee fails to comply with the warning, then the employment may be terminated by the Company.

#### **10. EMERGENCY SERVICES LEAVE**

Employees who are members of an “emergency services organisation” and who are called upon to serve for a period in emergency situations shall be granted 3 days paid emergency service leave under the following circumstances:

- That the operation of the farms shall not be materially affected, therefore no more than six (6) individuals from amongst the Appin complex employees may have leave at one time.
- All employees who are members of an emergency service organisation shall declare that they are members to the Company at the time of joining the organisation and that this fact be noted on the individuals personnel record.
- Any emergency service leave in excess of 3 days shall be granted as unpaid leave.

For the purposes of this clause an “emergency service organisation” means State Emergency Service, Rural Fire Service and Volunteer Rescue Services.

#### **11. SHIFT LOADING**

An employee working an afternoon or night shift shall be paid the following loadings in addition to the ordinary hourly rate for ordinary hours worked as follows.

- (a) Monday to Friday:
  - Afternoon shift 15%
  - Night shift 30%
- (b) Saturday: 50% for ordinary hours worked.

- (c) Sunday: 100% for ordinary hours worked.

For the purposes of this clause the following definitions apply:

'**Afternoon Shift**' shall mean any shift finishing after 7.30 pm and at or before 12.30 am.

'**Night Shift**' means any shift commencing prior to 2.00 am and finishing subsequent to 12.30 am and before 10.30am.

## 12. ABANDONMENT OF EMPLOYMENT

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

## 13. 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.

## 14. WAGE INCREASES

- (1) 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. NO FURTHER CLAIMS

- (1) This agreement is in full and final settlement of all claims against the company for the duration of the agreement. The union and the employees undertake not to make any further claims in regard to any industrial matter that will increase labour costs for the term of this agreement.
- (2) Other than provided herein, there shall be no further increases in wages for the life of this agreement.

## **16. DISPUTE SETTLEMENT PROCEDURE**

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 employees shall discuss any grievance or dispute with their immediate supervisor.
- (b) If no settlement of the grievance or dispute is reached at step (a), the matter shall be discussed between the employee/s and/or their site representative and the relevant nominated company representative, but involves a union organiser at the employee's request.
- (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 suggestions 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.

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.

## **17. NOT TO BE USED AS A PRECEDENT**

This agreement shall not be used by the parties covered by this agreement in any manner whatsoever to obtain similar arrangements or benefits in any other site or enterprise.

## **18. NO DURESS**

This agreement was entered into voluntarily. No party was subject to any form of duress at any stage during the agreement formation process.



**SIGNATORIES**

Signed for an on behalf of  
Inghams Enterprises Pty Ltd:

  
\_\_\_\_\_  
(signature)

In the presence of:

  
\_\_\_\_\_  
(signature)

24<sup>th</sup> November 2005  
(date)

Signed for and on behalf of  
Australian Workers Union,  
New South Wales and its members:

  
\_\_\_\_\_  
(signature)

In the presence of:

  
\_\_\_\_\_  
(signature)

16<sup>th</sup> November 2005  
(date)

# EMPLOYEE NOTICE

## Code of Conduct

The following are examples of unacceptable conduct and work practices at the Inghams Appin farms complex.

**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.

**TABLE 1 - WAGES**

The wage increases and new rates listed below shall apply from the first pay period to commence on or after 2<sup>nd</sup> October 2005.

<b>Classification</b>	<b>Increase per week full time \$</b>	<b>Full time WEEKLY RATE \$</b>	<b>Base Casual Monday to Friday \$ per hour</b>	<b>Casual Saturday \$ per hour</b>	<b>Casual Sunday \$ Per hour</b>	<b>Casual Public Holiday \$ per hour</b>
General Hand	19.48	506.56	15.3302	21.9955	28.6608	35.3261
Farm Hand	20.36	529.29	16.0179	22.9822	29.9465	36.9108
Stockhand	21.03	546.83	16.5489	23.7440	30.9392	38.1343
Farm Maintenance - Trade	26.75	695.47	21.0471	30.1980	39.3489	48.4998

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. Farm Hand 1/12 of \$15.3302=\$1.2775 per hour).

The wage increases and new rates listed below shall apply from the first pay period to commence on or after 3 November 2006

<b>Classification</b>	<b>Increase per week full time \$</b>	<b>Full time WEEKLY RATE \$</b>	<b>Casual Monday to Friday \$ per hour</b>	<b>Casual Saturday \$ per hour</b>	<b>Casual Sunday \$ Per hour</b>	<b>Casual Public Holiday \$ per hour</b>
General Hand	20.26	526.82	15.9434	22.8753	29.8072	36.7391
Farm Hand	21.17	550.46	16.6586	23.9015	31.1444	38.3872
Stockhand	21.87	568.70	17.2109	24.6938	32.1768	39.6597
Farm Maintenance - Trade	27.82	723.29	21.8890	31.4059	40.9229	50.4398

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. Farm Hand 1/12 of 15.9434 =\$1.3286 per hour).