

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA99/7

TITLE: Inghams Enterprises Morisett Hatchery Enterprise Agreement  
1998

I.R.C. NO: 98/6448

DATE APPROVED/COMMENCEMENT: 15 December 1998

TERM: 30 June 2000

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees at the Morisett Hatchery under the Poultry Industry Livestock (State) Award and the Metals and Engineering (New South Wales ) Interim (State) Award

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

**INGHAMS ENTERPRISES  
MORISSETT HATCHERY  
ENTERPRISE AGREEMENT 1998**



**PREAMBLE**

This agreement made the 24<sup>th</sup> day of September 1998 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 Morissett Hatchery Enterprise Agreement 1998."



**2. ARRANGEMENT**

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**3. APPLICATION**

This agreement shall apply at the Inghams Enterprises Pty Ltd Morissett Hatchery in respect to employees employed under the terms of the following Awards:

- (a) The Poultry Industry Livestock (State) Award;
- (b) The Metal & Engineering (State) Award.

**4. 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 Morisett Hatchery employed under the terms of the Awards listed in Clause 3.

5. DURATION OF AGREEMENT

- (1) This agreement shall operate from the date of approval and shall remain in force until 30 June 2000. 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 2000, discussions shall commence in regard to the development of a new Enterprise Agreement.

6. PART-TIME EMPLOYMENT

- (1) A part-time employee is an employee on a weekly contract of ~~16~~ 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.
- (2) A part-time employee shall be paid an hourly rate of  $1/38^{\text{th}}$  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.



7. **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.

8. **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.



9. **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.

9.1 **Demarcation**

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.
- (b) The second load of chickens will be ready for dispatch between 8.45 am and 9.00 am each day.
- (c) The transfer of eggs from the incubators to hatchers is to be completed by lunchtime each day.
- (d) Clean-up, boxes and keyways are to be washed and sanitised, by normal ceasing time.

9.2 **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.

9.3 **Payment of Wages**

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 72 hours of the end of the pay week in lieu of 48 hours.

10. QUARANTINE

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



11. 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.

12. WAGE INCREASES

- (a) In consideration of the implementation of this agreement, weekly wage rates shall be increased by 4% to apply from the first pay period to commence on or after 1 July 1998.
- (b) A further increase of 4% in weekly rates shall apply from the first pay period to commence on or after 1 July 1999.
- (c) The increases in (a) and (b) hereof shall be converted to hourly rates for casuals.
- (d) Other than provided herein there shall be no further increases in wage rates for the life of this agreement.

13. 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.

14. DISPUTE SETTLEMENT PROCEDURES

Any grievance or dispute affecting the working conditions of employees or any other industrial matter shall be dealt with in the following manner:-

- (a) In the first instance Employee/s shall discuss any grievance or dispute with their immediate supervisor.

- (b) If no settlement of the grievance or dispute is reached in Step (a), the matter shall be discussed between the employee/s and/or their representative and the relevant nominated company representative.
- (c) In the event that settlement of the matter cannot be reached at Step (b), it shall be notified to the Industrial Relations Commission in accordance with the *Industrial Relations Act 1996*.
- (d) While the above procedures are in progress work shall continue normally.
- (e) All parties shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner with a view to the prompt settlement of the dispute.
- (f) Any Order of the Industrial Relations Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- (g) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made.



15. **NO FURTHER CLAIMS**

The Union and employees covered by this agreement undertake not to make any further claims in regard to any industrial matter during the term of this agreement.

16. SIGNATORIES

Signed for and on behalf of: -

Inghams Enterprises Pty Ltd



[Handwritten Signature]

Printed Name

M HARDIE

In the presence of:

Emma J Mansell

Printed Name

Emma J. Mansell

Date:

25-11-98

Australian Workers Union,  
New South Wales Branch and its members

[Handwritten Signature]

Printed Name

J BOYD

In the presence of:

[Handwritten Signature]

Printed Name

J R JONES

Date:

25-11-98