

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/251

**TITLE:** Inghams Enterprises Casula Hatchery Enterprise Agreement 2001-2003

**I.R.C. NO:** IRC02/3010

**DATE APPROVED/COMMENCEMENT:** 8 July 2002/1 July 2001

**TERM:** 31 December 2003

**NEW/VARIATION/REPLACEMENT:** New

**GAZETTAL REFERENCE:** 9 August 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 10

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees of Inghams Enterprises Pty Ltd at the Company's Casula Hatchery that fall within the coverage of the Poultry Industry Livestock (State) Award.

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



**INGHAMS ENTERPRISES  
CASULA HATCHERY  
ENTERPRISE AGREEMENT 2002**

**PREAMBLE**

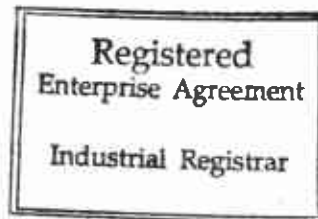
This agreement made the 4<sup>th</sup> day of March 2002 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and the Australian Workers Union, New South Wales Branch (hereinafter referred to as the 'Union'), records that it is mutually agreed as follows.

**1. TITLE**

This agreement shall be known as the "Inghams Enterprises Casula Hatchery Enterprise Agreement 2001 – 2003."

**2. ARRANGEMENT**

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**3. APPLICATION**

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

**4. RELATIONSHIP WITH AWARDS**

- (1) This agreement shall be read in conjunction with the award listed in clause 3.
- (2) To the extent of any inconsistency between the awards 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 Casula 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 31 December 2003. Thereafter this agreement shall remain in force until varied or terminated in accordance with the provisions of the *Industrial Relations Act 1996*.

**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.
- (2) A part-time employee shall be paid an hourly rate of 1/38<sup>th</sup> 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.

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- (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-rata 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**

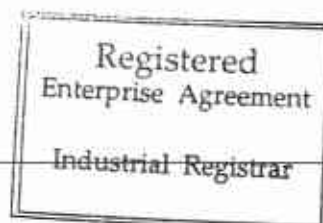
Following negotiations between the parties, the following measures designed to achieve real gains in productivity, efficiency and flexibility have or will be implemented.

### **10.1 Demarcation**

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.

### **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.



### 10.3 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.

### 10.4 Work Functions

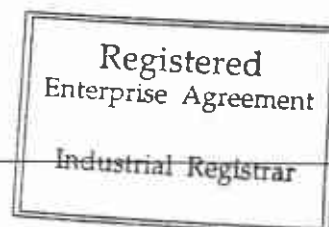
- (a) The parties agree that Managers and clerical employees may perform and assist in the performance of functions carried out in the hatchery.
- (b) The first load of chickens will be ready for dispatch by 7.30 am each day if the facility is not feather sexing the day olds.
- (c) The second load of 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. The final load of chickens to be ready for dispatch by 11.30am.
- (d) The transfer of eggs (20 trolleys only) from the incubators to hatchers is to be completed in 7 hours plus 1 hour clean-up. These hours are subject to flock age, health status and shell quality.
- (e) Clean-up, boxes and keyways are to be washed and sanitised, by normal ceasing time.
- (f) Employees shall take their first break after the completion of chick take-off when hatching 8 machines and after 7 machines when hatching 10 machines.

## 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.
- (3) Employees shall be provided with protective clothing to ensure that personal clothing shall be protected from the product.

**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.

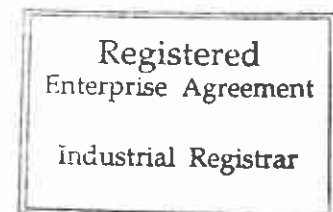
- (a) An employee remains at their designated level until the employee has the skills and is assessed to be competent to perform effectively at a higher level.
- (b) Progression to the higher level of 4 and 5 will be dependent on the availability of a position and the employee being appointed to that 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**

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 (General Duties)**

- 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 "Inovobject" 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**

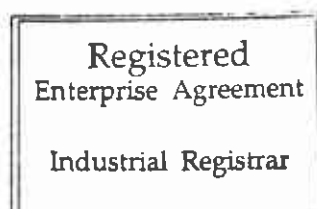
An employee at this level will have the ability to work with minimum supervision and carry out one of the following combinations,

- i) Group 1A,
- ii) a subset of Group 1A ( 5 of 8 ) + Group 1B
- iii) Group 1B + Group 2 duties

in addition to Level 2.

#### **GROUP 1A:**

- hygiene testing
- preparing vaccine (I.B.)



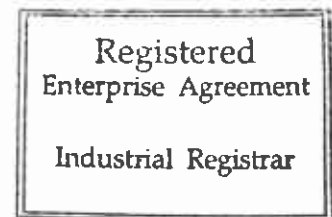
- a.m. & p.m. cleaning of “Inovoject” machine, Inovoject system (Haccp)
- fumigation of hatchery
- yard maintenance (optional)
- basic hatchery maintenance
- hazard reporting
- conduct housekeeping audits.

GROUP 1B:

- machine monitoring; after hours alarm servicing

GROUP 2:

- truck driving
- chick deliveries
- transport
- egg pick up
- customer relations



**Operative Level 4**

To be able to progress to Level 4 training an employee must have completed Level 3 Group 1A and or components of Group 1B.

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

- 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

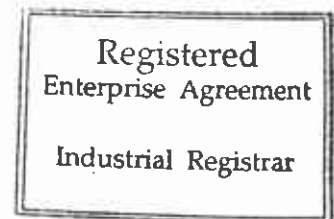


- Incubators ( temp & humidity )
- Hatchers ( temp & humidity )
- Coolroom ( temp & humidity )
- Pre-heat ( temp & humidity )
- Plenums ( temp & humidity )
- Supervise & monitor staff.

**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) The following wage rates shall apply to full time employees and shall operate from the beginning of the first pay period to commence on or after the dates specified in each column.

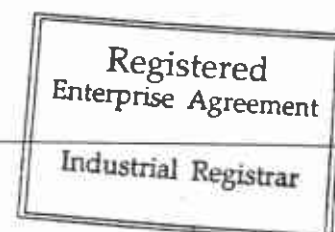
<b>Operative</b>	<b>\$ per week 1 July 2001</b>	<b>\$ per Week 1 January 2002</b>	<b>\$ per Week 1 January 2003</b>
<b>Level 1</b>	Award Rate	Award rate	Award rate
<b>Level 2</b>	447.33	456.28	469.97
<b>Level 3</b>	456.28	465.40	479.36
<b>Level 4</b>	479.09	488.67	503.34
<b>Level 5</b>	503.05	513.10	528.51

**15. DISPUTE SETTLEMENT PROCEDURES**

- (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.

## 16. ANTI-DISCRIMINATION

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from **anti-discrimination** legislation;



- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

(5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

**17. NO FURTHER CLAIMS**

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

**18. 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.

**19. SIGNATORIES**

Signed for and on behalf of: -  
Inghams Enterprises Pty Ltd



In the presence of:



Date:

17-4-02

Australian Workers Union,  
New South Wales Branch and its members



In the presence of:



Date:

8-4-02

