

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/250

TITLE: **Inghams Enterprises Turkey and Duck Breeder Farms
Enterprise Agreement 2004**

I.R.C. NO: IRC5/4198

DATE APPROVED/COMMENCEMENT: 25 August 2005 / 22 February 2005

TERM: 16

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 7 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Inghams Enterprises Pty Ltd , located at 203-209 Northumberland Street, Liverpool, NSW 2170, who 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 TURKEY AND DUCK BREEDER FARMS ENTERPRISE AGREEMENT - 2004

PREAMBLE

This agreement made the 22nd day of February 2005 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The Australian Workers Union, New South Wales (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 Turkey and Duck Breeder Farms Enterprise Agreement 2004"

2. Arrangement

Clause No. Subject Matter

1. Title
2. Arrangement
3. Application
4. Relationship to Award
5. Parties Bound
6. Measures to Achieve Gains in Productivity, Efficiency and Flexibility
7. Quarantine
8. Travel
9. Classification Structure
10. Wage Increases
11. Allowances
12. Dispute Settlement Procedures
13. Abandonment of Employment
14. Part-Time Employment
15. Rostered Days Off
16. Payment of Wages
17. Disciplinary Procedure
18. Absence from Work
19. Annual Leave
20. No Further Claims
21. Duration and Operation
22. Signatories

Appendix 1 - Employee Notice - Code Of Conduct

Appendix 2 - Wages

3. Application

This agreement shall apply in respect to employees employed by the Company under the Poultry Industry Livestock (State) Award on Inghams Turkey and Duck Breeder Farms located at Bargo, New South Wales.

4. Relationship to Award

This agreement shall be read in conjunction with the award listed in clause 3. 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 (the Union) and its members; and
- (c) All employees at the Company's Turkey and Duck Breeder Farms employed under the Poultry Industry Livestock (State) Award.

6. 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.

- (a) The continuation of harmonious industrial relations with the union and its members committed to pursue industrial matters through the appropriate tribunals (if necessary), and the agreed disputes procedure;
- (b) The commitment from the union and its members to actively pursue and participate in ensuring the company maintains a world best practice safety record.
- (c) A commitment from the Union and its members to implement training schemes which will enhance career path opportunities and reclassification of employees in line with national competency standards for the poultry industry. Such training will be undertaken without loss of pay.

(d) Working Pattern

- (i) The actual timing of the lunch and rest period may vary depending on the actual starting time. A rest period will be taken within 4 hours after start.
- (ii) The work pattern may be altered by the employer with 7 days notice in writing or by mutual agreement in accordance with the Award, so as to maintain efficiency and continuity of farm operations.

(e) Minor Maintenance

Employees covered by this agreement are to assist other employees of the Company engaged under different awards and/or in other forms of work, with the performance of minor maintenance as required. Certified tradespersons will be used to cover repairs and maintenance requiring qualified tradespersons' skills.

(f) Flexible Staffing

- (i) There is to be no demarcation of work based on union membership, with all employees assisting with production as required.
- (ii) Managers can assist with the work of employees covered by this agreement provided that employees are not displaced from their existing job.

(g) Disputes

Any workplace disputes, problems or issues that arise at a site covered by this agreement will be confined to the particular site involved and employees from other company sites will not be involved.

7. 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.

8. Travel

- (a) The usual place of employment for employees covered by this agreement shall be one of the following farm complexes depending on their place of engagement. Bargo or Quirindi District farms.
- (b) An employee's usual place of employment may be changed at any time by mutual agreement between the employer and the employee. The employer may alter an employee's usual place of employment by giving 14 day's notice to permanent employees and 1 day's notice to casual employees of the change.
- (c) Where an employee is directed by the employer to work at a location other than the employee's usual place of employment the employee shall be paid;
 - (i) at ordinary rates for half of any time occupied in travelling outside of ordinary hours which is in excess of the time normally occupied in travelling from home to the usual place of employment.
 - (ii) reasonable expenses actually incurred in excess of normal journey cost in travelling from home to their usual place of employment. Supporting documentation shall be supplied unless it is not possible to obtain such documentation

9. Classification Structure

- (a) Introduction
 - i) All employees shall be classified in accordance with the criteria listed below.
 - ii) A new employee shall commence on the basis of requiring 500 working hours probation.
 - iii) An employee must reach the relevant requirements of Level 2 within 500 working hours. If an employee does not meet this requirement within 3 months the employee's services may be terminated.
 - iv) Employees may be required by the Company to rotate their functions within the skill level of their primary classification and below, as well as at a higher level as required during training and temporary relief.
 - v) An employee working on a higher classification level, and this is not for training, shall be paid the rate of pay applicable for the higher classification level as per the Award Mixed Functions clause.
- (b) Criteria for Progression
 - i) An employee remains at their designated Level until the employee has the relevant skills to effectively perform the tasks of that current level, and is assessed to be competent to perform effectively at a higher level.
 - ii) Progression to the higher Operative Levels 4 & 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 and 3 will be competency based.
 - iii) Competency shall be assessed against the relevant Company Competency Standards.

(c) Classification Levels

Operative Level 1

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

Understanding company policies in respect to:

- Occupational health and safety
- Quarantine and hygiene
- Employment conditions
- Quality management (HACCP Programme)
- Chemical handling & M.S.D.S.
- Incident Report
- 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 are understanding the relevant tasks.

Progression to Operative Level 2 will be encouraged in less than 500 working hours if previous industry experience and understanding of company policies/work practices can be demonstrated.

Operative Level 2

All Farms.

- Ability to work in a safe manner without direct supervision.
- Basic knowledge of - cleaning, disinfecting (sanitising) equipment, machines, buildings within farm confines.
- Control pests and vermin.
- Maintain tools and protective clothing for an efficient work place.
- Clean out and set up sheds (covered in basic knowledge - then in Level 3).
- Basic knowledge for handling poultry.
- Observation of bird activity.
- Ability to calibrate scales accurately.
- Ability to read and record min/max temperature and humidity levels.
- Ability to operate farm vehicles and equipment.
- Ability to identify and isolate birds for possible culling.
- Prepare sheds, equipment and spread litter for new bird placement plus set up for depopulation and cleanout.
- Catch/hold birds (including DOP and 29-30 week olds placement).
- Fumigate eggs and equipment in farm fumigation room.

Production

- Collect, grade, pack, clean and store eggs to Company specification.
- Obtain basic knowledge of nest hygiene.
- Complete training in Artificial Insemination.

Rearing

- Grade birds between large and small bird pens.
- Maintain separation of male and female birds and have the ability to identify and keep separate different strains.

Operative Level 3

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 2.

Ability to keep accurate and useable records for:

- Egg collection.
- Temperature/humidity.
- Weighing and feeding of poultry
- Daily/weekly activities

Check and ensure shed and equipment is in safe working order.
Fumigate sheds and/or eggs.
Place poults and operate correct brooding temperature.
Assist with all operations of rearing/production poultry including:

- Calculating feed amounts
- Vaccinate poultry
- Beak trimming and uniformity grading.
- Observe and assess and report bird health and activity.
- Maintain good shed/bird environment, eg. brooding temperature, humidity, dust levels, litter, use of circulation and exhaust fans. Observe and advise supervisor of any required changes immediately.

Monitor and maintain hygiene/quarantine of poultry farm.
Ability to perform duties including:

- General maintenance of grounds.

Operate within and maintain safe working practices.
Ability to maintain water stock levels on site. Ensuring chlorination is accurate by daily sampling and recording.
Fully trained and proficient in Artificial Insemination.

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.

- 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.
- Ability to supervise Artificial Insemination.

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:

- Body weight 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.
- Obtain a Supervisor Course Certificate (Introduction to Supervision).
- Occupational Health and Safety Committee training course to ensure knowledge and understanding of OH&S responsibilities.
- Obtain a certified First Aid Certificate optional.
- Obtain formal certification for chemical use.

10. Wage Increases

- (a) The new rates of pay in Table 1 of the attached Annexure 1 shall apply from the beginning of the first full pay period to commence on or after 1 July 2004.
- (b) The rates in Table 2 of the attached Annexure 1 shall be payable from the beginning of the first full pay period commencing on or after 1 July 2005.
- (c) A schedule of the increases and new rates is attached. The hourly rates for casual employees shall be as set out in the attached Annexure 1.
- (d) Provided that the rate for an Operative Level 1 shall be the rate for a General Hand in the Award.

11. Abandonment of Employment

Where an employee is absent from work for a period of three working days without contacting the Company in regard to the reasons for the absence it shall be assumed that the employee has abandoned their employment. If within 7 days from the commencement of the absence the employee has not proved to the Manager that there was a satisfactory reason for the absence then the employee shall be deemed to have abandoned their employment.

12. Allowances

- (a) An allowance shall apply for vaccinating and artificial insemination of turkeys. This will be paid on a daily basis when employees are involved in these duties. This payment will be calculated at 1.1% of the flat weekly wage for all levels excluding holiday and casual loading, overtime and any other allowances. See table below.

Classification	Rates per day as at 30 June 2002	Column 1 Rate per day	Column 2 rate per day
LEVEL 2	\$5.38	\$5.60	\$5.82
LEVEL 3	\$5.51	\$5.73	\$5.96
LEVEL 4	\$5.92	\$6.16	\$6.40
LEVEL 5	\$6.10	\$6.34	\$6.60

- (b) The new rates in Column 1 shall apply from the date of agreement. Provided that the increase shall be payable from the beginning of the first full pay period to commence on or after 1 July 2004 for those employees who are employed by the Company as at the date the agreement is made.
- (c) The rates in Column 2 shall be payable from the beginning of the first full pay period commencing on or after 1 July 2005.

13. 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.
- (h) Where differences occur the Poultry Industry Livestock (State) Award shall be sourced to identify how a given matter may be resolved.

14. Part-Time Employment

- 14.1 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.
- 14.2 A part-time employee shall be paid an hourly rate of 1/38th of the appropriate weekly wage.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.

15. Rostered Days Off

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

16. Payment of Wages

- 16.1 Wages will be paid by electronic funds transfer to an account nominated by the employee.
- 16.2 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 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.
- 16.3 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.
- 16.4 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 2 business working days of the end of the pay week.

17. Disciplinary Procedure

- 17.1 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.
- 17.2 The Procedure, in the majority of cases, shall be used to assist an employee in understanding Company policies and requirements.
- 17.3 To provide guidance for employees in understanding the process, types of unacceptable conduct are listed in Appendix A.

18. Absence from Work

- 18.1 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 practitioner's opinion is the reason for the absence and the duration of the incapacity.
- 18.2 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:

18.3 In the case of unsatisfactory absenteeism as outlined in (18.2) 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.

18.4 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 health 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.

19. Annual Leave

Subject to the provisions of 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.

20. No Further Claims

This agreement is in full and final settlement of all claims against the Company and during the life of this agreement the parties undertake not to make any further claims against the Company in respect to any industrial matter. This shall not prevent the Company from implementing changes in accordance with this Agreement or the Award.

21. Duration and Operation

This agreement shall commence on the date of agreement and shall remain in force until 30 June 2006. Thereafter the terms of the agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

22. Signatories

Signed for and on behalf of:

Inghams Enterprises Pty Ltd

In the presence of:

Date:

Australian Workers Union,
New South Wales and its members

In the presence of:

Date:

ANNEXURE 1

TABLE 1 - WAGES

The new rates of pay for working ordinary hours listed below shall apply from the first pay period to commence on or after 1 July 2004.

Operative	Full time \$ per Week	Part time \$ per hour	Base Casual Monday to Friday \$ per hour	Casual Saturday \$ per hour	Casual Sunday \$ Per hour	Casual Public Holiday \$ per hour
Level 1	\$448.40	\$11.8000	\$13.5700	\$19.4700	\$25.3700	\$31.2700
Level 2	\$508.79	\$13.3892	\$15.3976	\$22.0921	\$28.7867	\$35.4813
Level 3	\$520.77	\$13.7045	\$15.7601	\$22.6124	\$29.4646	\$36.3168
Level 4	\$560.00	\$14.7368	\$16.9473	\$24.3157	\$31.6841	\$39.0525
Level 5	\$576.32	\$15.1662	\$17.4411	\$25.0242	\$32.6074	\$40.1905

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 \$15.3976 = \$1.2831 per hour).

TABLE 2 - WAGES

The new rates of pay for working ordinary hours listed below shall apply from the first pay period to commence on or after 1 July 2005.

Classification	Full time \$ per week	Part-time \$ per hour	Base Casual Monday to Friday \$ per hour	Casual Saturday \$ per hour	Casual Sunday \$ Per hour	Casual Public Holiday \$ per hour
Level 1	\$467.40	\$12.3000	\$14.1450	\$20.2950	\$26.4450	\$32.5950
Level 2	\$529.14	\$13.9247	\$16.0135	\$22.9758	\$29.9382	\$36.9006
Level 3	\$541.60	\$14.2526	\$16.3905	\$23.5169	\$30.6432	\$37.7695
Level 4	\$582.40	\$15.3263	\$17.6252	\$25.2883	\$32.9515	\$40.6146
Level 5	\$599.37	\$15.7729	\$18.1388	\$26.0252	\$33.9116	\$41.7981

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 \$16.0135 = \$1.3345 per hour).

ANNEXURE 2

Employee Notice

Code of conduct

The following are examples of unacceptable conduct and work practices at the Inghams Turkey and Duck Hatcheries.

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.