

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/102

TITLE: Inghams Enterprises Appin Farm Complex Enterprise Agreement 1999

I.R.C. NO: 99/749

DATE APPROVED/COMMENCEMENT: Approved 9 March 1999 and commenced first full pay period to commence on or after 20 January 1999

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed under the Poultry Industry Livestock (State) Award

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



18 January 1999

ENTERPRISE AGREEMENT

BETWEEN

Inghams Enterprises Pty Ltd

And

The Australian Workers Union, New South Wales and its members

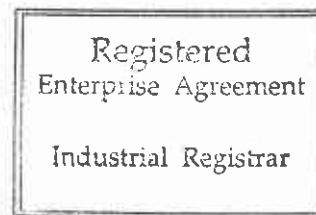


1. TITLE

This Agreement made this 12th day of January 1999 shall be known as the Inghams Enterprises Appin Farm Complex Enterprise Agreement 1999.

2. ARRANGEMENT

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3. APPLICATION

This Agreement shall apply at the Inghams Enterprises Pty Ltd Appin Farm Complex in respect to all employees employed under the Poultry Industry Livestock (State) Award.

4. PARTIES BOUND

This Agreement shall be binding upon:

- (1) Inghams Enterprises Pty Ltd (the Company);
- (2) The Australian Workers Union, New South Wales and its members; and
- (3) All employees at the Company's Appin Farm Complex employed under the Poultry Industry Livestock (State) Award.

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

- (1) 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.
- (2) 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 or will be implemented.

7.1 Meal Breaks

In lieu of the current entitlement to two breaks (30 minutes unpaid, 10 minutes paid), employees shall be entitled to one 45 minute break to commence no later than four hours after the commencement of work.

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 disputes, problems or issues that arise at the Appin site covered by this Agreement will be confined to the Appin site involved and employees from other Company sites 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

- (1) Permanent employees will perform the functions previously carried out by casual nightman of Saturdays.
- (2) The minimum staffing per farm on Saturday and Sunday will be one person for 8 hours and one person for 4 hours per farm per day.

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7.6 Annual Leave

Coverage for permanents on annual leave shall be provided by permanent employees from other farms as required.

7.7 Rostered Days Off

- (1) 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.
- (2) 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

- (1) Employees at the Appin Complex are currently allowed fifteen (15) minutes prior to the completion of ordinary hours each day for shower/wash time.
- (2) With the commencement of this Agreement such wash time shall be reduced to ten (10) minutes prior to the completion of ordinary hours.
- (3) In conjunction with the implementation of the second increase in wages under this Agreement such wash time shall be reduced to five (5) minutes.
- (4) Should it become necessary for exceptional quarantine purposes that employees are directed by the Company to "shower", then a maximum of fifteen (15) minutes shall be allowed in working time.

7.9 Involvement in Stock Management

- (1) 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.
- (2) 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 of sheds as directed by a Farm Manager.

8. WAGE INCREASES

- (1) In consideration of the implementation of the productivity measures in clause 7, weekly wage rates of employees covered by this Agreement shall be increased by 4% as from the first full pay period to commence on or after the date of Agreement. A schedule of the new rates is attached.
- (2) A further 4% increase in weekly wage rates shall apply from the first full pay period to commence 12 months after the date of Agreement.
- (3) The increases in 8.1 and 8.2 shall be converted to hourly rates for casual employees.
- (4) The increases in 8.1 shall be applied to ordinary hours only from the first pay period to commence on or after 1 July 1998 up to the commencement date of the Agreement.

9. 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 for the term of this Agreement. This does not preclude the union pursuing the application of current Award provisions to night workers as previously raised with the Company.
- (2) Other than provided herein, there shall be no further increases in wages for the life of this Agreement. Future State Wages Case Decisions shall be applied according to their terms.
- (3) Both parties agree to explore the possibility of introducing a safety incentive scheme and attendance incentive scheme for the next agreement.

10. DISPUTE SETTLEMENT PROCEDURE

Any grievance or dispute affecting the working conditions of employees of 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 1991*.
- (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.



- (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.

11. 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 plant or enterprise.

12. 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.



13. SIGNATORIES

Signed for an on behalf of
Inghams Enterprises Pty Ltd:

S. J. Ball
(Signature)
S. J. BALL
(Printed Name)
20. 1. 99
(Date)

In the presence of:

Mary Nolan
(Signature)
MARY NOLAN.
(Printed Name)
20-1-99.
(Date)

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

R. K. Colison
(Signature)
R. K. COLLISON
(Printed Name)
20. 1. 99
(Date)

In the presence of:

C. Bodnar
(Signature)
Cecil Bodnar
(Printed Name)
20-1-1999
(Date)



18 January 1999

INGHAMS ENTERPRISES APPIN FARM COMPLEX ENTERPRISE AGREEMENT 1999

CLASSIFICATION	RATE OF PAY
Farm Hand	\$426.20 per week
Farm Hand - Casual	\$12.7553 per hour
Farm Transporter	\$471.32 per week
Stockhand - (Supervisory Duty)	\$479.00 per week
Farm Maintenance Worker - Perm	\$468.50 per week
Stockhand	\$441.50 per week

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