

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/319

TITLE: Inghams Enterprises Appin Farm Complex Enterprise Agreement
2001

I.R.C. NO: 2001/7077

DATE APPROVED/COMMENCEMENT: 5 November 2001

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/102

GAZETTAL REFERENCE: 30 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged pursuant to the Poultry Industry Livestock
(State) Award

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

Enterprise Agreement

Between

Inghams Enterprises Pty Ltd

And

The Australian Workers Union, New South Wales and its members**1. TITLE**

This agreement made this 25th day of September 2001 shall be known as the Inghams Enterprises Appin Farm Complex Enterprise Agreement 2001.

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:

- 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~~ employed under the Poultry Industry Livestock (State) Award.

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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 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

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

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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.

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

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.

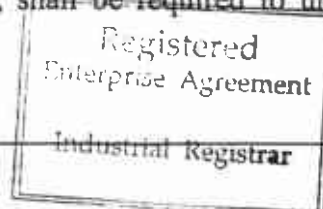
7.10 Minor Maintenance

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 of sheds as directed by a farm manager.



7.12 Safety Incentive Scheme

To introduce a safety incentive scheme with recognition for individual and team safety performance.

The purpose of this scheme is to continually provide a positive reminder of the safety target of nil incidents and to reward all eligible farm workers each time this is achieved during the designated period.

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 employees 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.
- (5) An employee shall, prior to normal starting time, advise the relevant farm manager of the employee's inability to attend for duty and the estimated duration of the absence. If on the expiration of this or any subsequent notified duration of absence the employee is unable to attend for duty, then the employee must keep the employer informed forthwith to this effect and as far as is practicable state the estimated duration of the further absence.

9. 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.

10. 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.

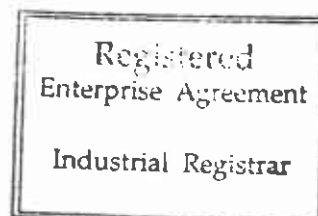
'Night Shift' means any shift commencing prior to 2.00 am and finishing subsequent to 12.30 am and before 10.30am.

11. 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.

12. 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.



13. 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 3% 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 3 % 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 13 (1) and 13 (2) shall be converted to hourly rates for casual employees.
- (4) The increases in 13 (1) shall be applied to ~~ordinary~~ hours only from the first pay period to commence on or after 12 January 2001 up to the commencement date of the agreement.

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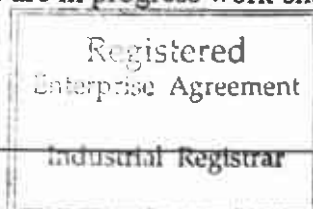
14. NO FURTHER CLAIMS

- (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.
- (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.

15. 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.

16. 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.

17. 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)

25.9.01

(date)

In the presence of:




(signature)

25-9-01

(date)

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

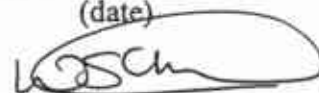


(signature)

3. 10. 01.

(date)

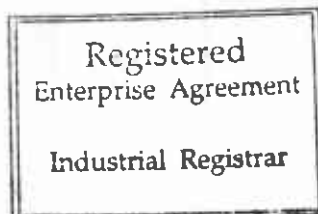
In the presence of:



(signature) JF9700089

3.10.01

(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

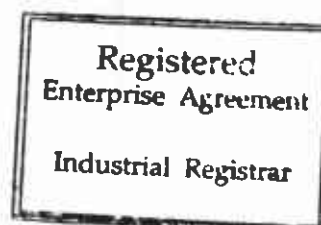
B. Final Warning

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.



Wages Schedule

Table 1 – Rates of Pay as of 25 September 2001

Classification	Hourly Rate	Weekly Rate
Farm Hand (New)	12.02	456.55
Stock Hand	12.45	472.93
Farm Transporter	13.29	504.87

Table 2 – Rates of Pay as of 25 September 2002

Classification	Hourly Rate	Weekly Rate
Farm Hand (New)	12.38	470.25
Stock Hand	12.45	472.93
Farm Transporter	13.68	520.02

