

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/73

**TITLE: Inghams Enterprises Southern Breeder Farms Enterprise Agreement
2000**

I.R.C. NO: 2000/3650

DATE APPROVED/COMMENCEMENT: 21 August 2000

TERM: 16 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/76

GAZETTAL REFERENCE: 27 April 2001

DATE TERMINATED:

NUMBER OF PAGES: 10

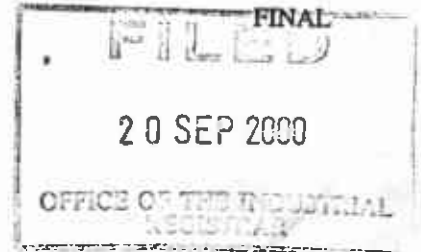
COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to Ingham Enterprises Pty Ltd Southern Breeder Farms at Badgerys Creek and Bargo in respect to employees under the Poultry Industry Livestock (State) Award

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

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**INGHAMS ENTERPRISES
SOUTHERN BREEDER FARMS
ENTERPRISE AGREEMENT - 2000**



PREAMBLE

This agreement made the _____ day of February 2000 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 Southern Breeder Farms Enterprise Agreement 2000"

2. ARRANGEMENT

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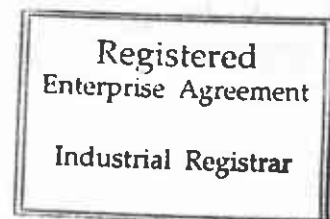
3. APPLICATION

This agreement shall apply at the Inghams Enterprises Pty Ltd Southern Breeder Farms at Badgerys Creek and Bargo and in respect to employees employed under the Poultry Industry Livestock (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 (the Union) and its members;
and



- (c) All employees at the Company's Southern Breeder Farms employed under the Poultry Industry Livestock (State) Award.

5. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

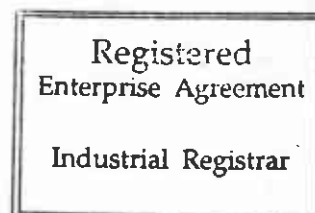
Following negotiations between the parties, the following measures designed to achieve real gains in productivity, efficiency and flexibility have or will be implemented.

- 5.1 The working of unnotified overtime shall not incur meal monies to be paid unless more than 5½ hours of overtime have been completed on any day;
- 5.2 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;
- 5.3 The commitment from the union and its members to actively pursue and participate in ensuring the company maintains a world best practice safety record.

5.4 Working Pattern/Meal and Rest Periods

- (a) When 4 pick-ups per day are required the working pattern, including meal/rest periods, for employees covered by this agreement, based on a 7.00am start, shall be as follows:

1st pick up	7.00 - 9.30am
2nd pick up	9.30 - 11.00am
lunch	11.00 - 11.30am
3rd pick up	11.30 - 1.30pm
rest period	1.30 - 1.50pm
4th pick up	2.00 - 3.30pm



- (b) The actual timing of the lunch and rest period may vary depending on the actual starting time for each farm.
- (c) If it is expected that the 1st and 2nd pick-ups will not be completed within 4 hours then the rest period is to be taken after the first pick-up (but not later than 4 hours after start) in lieu of the rest period later in the day.
- (d) The work pattern above may be altered by the employer or by mutual agreement in accordance with the Award, so as to maintain efficiency and continuity of farm operations.
- (e) The breaks outlined in sub-clause 5.4(a) above, include time in lieu of a 10 minute shower period at the start of each working day.

5.5 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.

5.6 Flexible Staffing

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

5.7 Disputes

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

6. 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.

7. TRAVEL

- (1) The usual place of employment for employees covered by this agreement shall either be the Bargo Farm Complex or the Badgerys Creek Farm Complex depending on their place of engagement.
- (2) The employer may alter an employee's usual place of employment by giving 7 days notice to permanent employees and 1 days notice to casual employees of the change. An employee's usual place of employment may be changed at any time by mutual agreement between the employer and the employee.
- (3) 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;
 - (a) 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.

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- (b) 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

8. CLASSIFICATION STRUCTURE – FARMING

8.1 Introduction

- All employees shall be classified in accordance with the criteria listed below.
- All new employees shall commence on the basis of requiring a maximum of 500 ordinary hours probation.
- A new employee must reach the relevant requirements of Level 2 within 500 hours. If an employee does not meet this requirement within 500 hours the employee's services may be terminated.
- 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.
- 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.

8.2 Criteria for Progression

- An employee remains at their designated Level until the employee has the relevant skills, and is assessed to be competent to perform effectively at a higher level.
- 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.
- Competency shall be assessed against the relevant Company Competency Standards.

8.3 Classification Levels

Operative Level 1

- An employee at this level has less than 500 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

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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 set (zero) and scales accurately
 - Ability to read and record Min/Max temperature and humidity levels
 - Ability to cull or identify and isolate birds to be culled
 - Prepare sheds, equipment and spread litter for new bird placement + set up for depopulation and cleanout
 - Catch / hold birds (including DOP & 19-20 wk olds placement)
- **Production**
 - Collect, grade, pack, clean and store eggs to Company specification
 - Obtain basic knowledge of nest hygiene.
- **Rearing**
 - Grade birds between large and small bird pens
 - Maintain separation of male and female birds and small and large birds

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 chickens and operate correct brooding temperature
- Assist with all operations of rearing / production poultry including –
 - Calculating feed amounts
 - Vaccinate poultry
 - Beak-trimming & uniformity grading
 - Observe and assess and report bird health and activity
 - Maintain good shed / bird environment

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- [eg brooding temperature, humidity, dust levels, litter, use of circ. & exhaust fans] Observe and advise supervisor of any required changes immediately.
- Monitor and maintain hygiene / quarantine of poultry farm
- Ability to perform duties including –
 - -Operation of farm vehicles and equipment
 - -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.

Operative Level 4

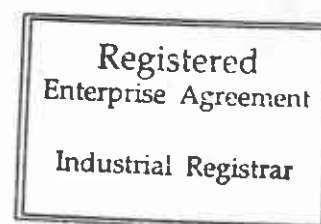
An employee at this level will have the ability to work with minimum supervision and carry out the following relevant duties, for production and/or rearing, in addition to Level 3:

- 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 (slashers maintain log book)
- 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

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:-
 - Bodyweight 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/husbandry officer
- Obtain a Supervisor Course Certificate (Introduction to supervision)
- Occupational Health & Safety Committee training course to ensure knowledge & understanding of OH & S responsibilities.
- Obtain a certified First Aid Certificate Optional.



- Obtain formal certification for chemical use.

8.4 Translation

Employees will transfer to the new classification structure on the following basis.

Current Classification	New Level
General Hand	Level 1
Farm Hand	Level 2
Stockhand	Level 3
Leading Hands	Level 4
Nil	Level 5

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Any employee currently in receipt of a leading hand allowance but not performing the duties of leading hand shall transfer to Level 3 without reduction in pay. Provided that the rate of pay shall not be reduced and any future increases shall be absorbed until the appropriate agreement rate exceeds the employee's actual rate.

Any employee engaged as a Stockhand at the date of signing this agreement shall be transferred to Level 3. However if any employee does not meet the required competency standards by 1 March 2000 they shall be reclassified as Level 2. Provided that the rate of pay shall not be reduced and any future increases shall be absorbed until the appropriate agreement rate exceeds the employee's actual rate.

9. WAGE INCREASES

- (1) The following wages rate shall apply to full time employees from the dates specified

	Column 1	Column 2	Column 3
	\$ per Week	\$ per Week	\$ per Week
Level 1	385.50	Award Rate	Award Rate
Level 2	438.47	438.47	451.14
Level 3	449.08	455.62	469.29
Level 4	462.46	492.77	507.55
Level 5	467.30	507.13	522.34

The rates of pay in Column 1 shall operate from the beginning of the first pay period to commence on or after 1 January 2000.

The rates of pay in Column 2 shall operate from the beginning of the first pay period to commence on or after 1 March 2000.

The rates of pay in Column 3 shall operate from the beginning of the first pay period to commence on or after 1 January 2001.

- (2) The increases in (a) and (b) hereof shall be converted to hourly rates for casuals.

10. 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:-

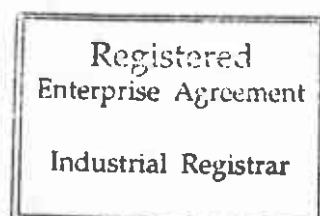
- (a) In the first instance Employee/s shall discuss any grievance or dispute with their immediate supervisor.
- (b) If no settlement of the grievance or dispute is reached in Step (a), the matter shall be discussed between the employee/s and/or their representative and the relevant nominated company 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.

11. 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 union and employees undertake not to make any further claims against the Company in respect to any matter that will increase Company labour costs.

12. DURATION & OPERATION

This agreement shall operate on and from the date it is approved by the Industrial Relations Commission of NSW until 31 December 2001. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.



13. ANTI-DISCRIMINATION

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.



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SIGNATORIES

Signed for and on behalf of:-

Inghams Enterprises Pty Ltd

J. J. Bau

Printed Name

J. J. Bau

In the presence of:

C. Bodnar

Printed Name

Cecil Bodnar

Date:

16 May 2000.

Australian Workers Union,
New South Wales and its members

R. K. Collison

Printed Name

R. K. COLLISON

In the presence of:

C. Bodnar

Printed Name

Cecil Bodnar

Date:

18 May 2000

