

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/63

TITLE: Ingham Enterprises Maldon Hatchery Enterprise Agreement 2002

I.R.C. NO: IRC3/241

DATE APPROVED/COMMENCEMENT: 3 March 2003/1 July 2002

TERM: 30 June 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees at the Ingham Enterprises Pty Ltd Maldon Hatchery 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 MALDON HATCHERY ENTERPRISE AGREEMENT - 2002

PREAMBLE

This agreement made the 1st day of August 2002 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The Australian Worker's 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 Maldon Hatchery" Enterprise Agreement 2002"

2. Arrangement

Clause No. Subject Matter

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3. Application

This agreement shall apply at the Inghams Enterprises Pty Ltd Maldon Hatchery 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 Maldon Hatchery 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.

- (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 on a hatch day. 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 hatchery 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 trades persons will be used to cover repairs and maintenance requiring qualified trades persons' 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 dispute, problems or issues that arise at a site covered by this agreement will be confined to the particular site/s involved and employees from other company site will not be involved.

6. 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.

7. Travel

- (a) The usual place of employment for employees covered by this agreement shall be Maldon Hatchery.
- (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

8. 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 three months probation.
- iii) An employee must reach the relevant requirements of Level 2 within three months. If an employee does not meet this requirement within three 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 skills 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 three months 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)

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 considered in less than three months if previous industry experience and understanding of company policies/work practices can be demonstrated.

Operative Level 2 (General Duties)

Ability to work in a safe manner without direct supervision.

Basic knowledge of the following relevant duties:

- Cleaning and disinfection of the hatchery as per site specific standard work procedures.
- Feather sexing.
- Day old chick vaccination.
- Grade eggs to company quality standards.
- Packing eggs for transport.
- Prepare chick rooms for hatch day.
- Read and record maximum and minimum temperatures.
- Transfer, load setters and doleys.
- Disposal of culls.
- Operate high pressure wash pumps.
- Despur, detoe, weigh and record chick quality observations.
- Maintain strain security.
- Check hatcher and setter machines and notify site management of problems.
- General routine maintenance not requiring trade certificates or higher qualifications.
- Work to general duties site specific standard operating procedures not listed above.

Operative Level 3

In addition to the relevant requirements from Level 2:

- Respond to problems with setter/hatcher machines and rectify basic problems.
- Monitor machines and analyse machine performance trends.
- Ability to interpret data.
- Carry out and monitor correct handling, storage, mixing and use of vaccines.
- Co-ordination of a key processing area on hatch days.
- Active role in training and practical techniques.
- Purchase requisitioning and book keeping.

Operative Level 4

In addition to the relevant requirements for Level 3:

- Some staff supervision.
- Monitor and maintain processing rates in consultation with the hatchery manager.
- Review activities and staffing to maintain deadlines.

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.

- Higher level of staff supervision.
- After hours supervision in rotation with the hatchery manager.
- Appreciation of weekly running costs and objectives.

9. Wage Increases

- (a) The following weekly wages rates shall apply to full time employees from the first full pay period on or after the dates specified below:-

Classification	Current \$ per Week	1st July 2002 \$ per Week	1st July 2003 \$ per Week
Level 1	Award Rate For General Hand	Award Rate For General Hand	Award Rate For General Hand
Level 2	461.14	474.97	489.22
Level 3	472.00	486.16	500.74
Level 4	507.55	522.78	538.46

Level 5	522.34	538.01	554.15
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- (b) The increases in rates of pay above shall be converted to hourly rates for casuals. Leave and casual loading entitlements will apply for casuals as per the award.
- (c) No employee shall be disadvantaged by adoption of this Enterprise Bargaining Agreement.

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

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. 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.

13. Duration and Operation

This agreement shall commence on the first full pay period from 1st July, 2002 and shall remain in force until the 30 June, 2004. Thereafter the terms of the agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

14. Part-Time Employment

1. A part-time employee is an employee on 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 1/38th of the appropriate weekly wage.
3. A part-time employee's entitlement to pro-rate 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.
4. Payment in respect of any period of sick leave, public holidays or bereavement leave, as provided for in the 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.

15. 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.

16. Signatories

Signed for and on behalf of:

Inghams Enterprises Pty Ltd

Printed Name

In the presence of:

Printed Name

Date:

Australian Workers Union,
New South Wales and its members

Printed Name

In the presence of:

Printed Name

Date: