

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/252

**TITLE:** Ingham's Enterprises Maldon Hatchery Enterprise Agreement 2004

**I.R.C. NO:** IRC5/4329

**DATE APPROVED/COMMENCEMENT:** 25 August 2005 / 25 August 2005

**TERM:** 10

**NEW AGREEMENT OR  
VARIATION:** Replaces EA03/63.

**GAZETTAL REFERENCE:** 7 October 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, at the Maldon Hatchery and such employees performing their normal duties on a temporary basis at another location, who fall within the coverage of the Poultry Industry Livestock (State) Award.

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

# INGHAMS ENTERPRISES MALDON HATCHERY ENTERPRISE AGREEMENT - 2004

## PREAMBLE

This agreement made the 22th 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 Maldon Hatchery" Enterprise Agreement 2004".

### 2. Arrangement

Clause No. Subject Matter

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### 3. Application

This agreement shall apply to persons employed under the Poultry Industry Livestock (State) Award at the Inghams Enterprises Pty Ltd Maldon Hatchery and such employees performing their normal duties on a temporary basis at another location.

### 4. Relationship With Awards

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. Where there is no inconsistency the award listed in clause 3 shall apply.

## **5. Parties Bound**

This agreement shall be binding upon:

- 5.1 Inghams Enterprises Pty Ltd (the Company);
- 5.2 The Australian Workers Union, New South Wales (the Union) and its members; and
- 5.3 All employees at the Company's Maldon Hatchery employed under the Poultry Industry Livestock (State) Award.

## **6. Duration of Agreement**

This agreement shall operate from the date of approval and shall remain in force until 30th June 2006. Thereafter this agreement shall remain in force until varied or terminated in accordance with the provisions of the *Industrial Relations Act 1996*.

## **7. Part-Time Employment**

- 7.1 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.
- 7.2 A part-time employee shall be paid an hourly rate of 1/38th of the appropriate weekly wage.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

## **8. 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.

## **9. 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.

## **10. 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.

- 10.1 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;
- 10.2 The commitment from the union and its members to actively pursue and participate in ensuring the company maintains a World Best Practice Safety Record.
- 10.3 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.
- 10.4 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 or by mutual agreement in accordance with the Award, so as to maintain efficiency and continuity of hatchery operations.
- 10.5 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. Certified trades persons will be used to cover repairs and maintenance requiring qualified trades persons' skills.

### 10.6 Flexible Staffing

There is to be no demarcation of work based on Union membership. All employees will assist with production as required.

Managers can assist with the work of employees covered by this agreement provided that employees are not displaced from their existing job.

### 10.7 Disputes

Any workplace dispute, 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.

## **11. Quarantine**

- 11.1 Employees covered by this agreement specifically agree to abide by the Company's Quarantine Rules and Standards at all times.
- 11.2 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.

## **12. Travel**

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

- 12.2 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.
- 12.3 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;
- 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

### **13. Protective Clothing**

- 13.1 Where an employee is required to wear particular items of protective clothing these will be provided free of cost to the employee. Protective clothing includes such items as overalls, safety boots, ear muffs, gloves, dust masks etc.
- 13.2 Protective clothing provided by the Company for the benefit of the employee remains the property of the Company. It is a condition of employment that where any item as described above is supplied then the employee must wear those items.
- 13.3 Employees shall be provided with protective clothing to ensure that personal clothing shall be protected from the product.

### **14. Classification Structure**

- 14.1 Introduction
- i) All employees shall be classified in accordance with the criteria listed below.
  - ii) All new employees shall commence on the basis of 500 hours probation and shall initially be classified as Level 1.
  - iii) An employee must reach the relevant requirements of Level 2 within 500 hours of commencement of employment. If an employee does not meet this requirement within 500 hours 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, when 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.
- 14.2 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 of 4 and 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.
- 14.3 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 dolleys.
- 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:-

- 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.

### **15. Wage Increases**

- (a) The new rates of pay in Table 1 of the attached Annexure C 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 C 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 C.
- (d) Provided that the rate for an Operative Level 1 shall be the rate for a General Hand in the Award.

### **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. Payment shall be 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 two business working days of the end of the pay week.

### **17. Disciplinary Procedure**

- 17.1 Inghams has a Standard Operating Procedure (Appendix A) 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 B.

### **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 a) above.

Then the disciplinary procedure in sub-clause 18.3 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 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. Dispute Settlement Procedures**

Subject to the provisions of the *Industrial Relations Act 1996* any grievance or dispute affecting the working conditions of employees or any other industrial matter shall be dealt with in the following manner:-

- 20.1 In the first instance Employee/s shall discuss any grievance or dispute with their immediate supervisor.
- 20.2 If no settlement of the grievance or dispute is reached at Step 20.1, the matter shall be discussed between the employee/s and/or their representative and the relevant nominated company representative.
- 20.3 In the event that settlement of the matter cannot be reached at Step 20.2, it shall be notified to the Industrial Relations Commission in accordance with the Industrial Relations Act 1996.
- 20.4 While the above procedures are in progress work shall continue normally.
- 20.5 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.
- 20.6 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.
- 20.7 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.

## **21. 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 in respect to any industrial matter. This shall not prevent the Company from implementing changes in accordance with this Agreement or the Award.

## **22. 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.

## **23. Salary Sacrifice**

- 23.1 Following discussions between the Manager and an employee, the Company may agree to an arrangement whereby a portion of the employee's wage is 'sacrificed' by way of a contribution to the Company's approved superannuation fund.
- 23.2 Any such offer and acceptance thereof shall be in writing, signed by the employee and on behalf of the Company. This agreement may only be altered once per year.
- 23.3 Prior to entering into such an arrangement it shall be the responsibility of the employee to seek independent financial advice.

## **24. 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:

## APPENDIX A

### Disciplinary Standard Operating Procedure

#### 1. INTRODUCTION

This procedure describes the steps to be taken to counsel and discipline employees as the result of inappropriate conduct or performance and to ensure employees are fairly and promptly treated for cases of misconduct or poor performance.

#### 2. ADMINISTRATIVE PROCEDURE

Follow the procedures detailed in Appendix A Section 5.

Each and every occasion an employee is counselled, disciplined, warned, re-trained must be recorded on the employee's history card/personnel file. Written warnings must be on the prescribed form and placed on the employees personnel file.

#### 3. DEFINITIONS

Misconduct/Unsatisfactory or Unacceptable Conduct Improper behaviour, including non-compliance with any instruction, direction or procedure (written, pictorial or verbal).

#### 4. RESPONSIBILITY

##### 4.1 Leading Hands, Supervisors and Managers (all levels)

Follow the prescribed procedure (Appendix A Section 5).

##### 4.2 First Line Managers

Ensure these procedures are implemented and complied with and follow prescribed procedure (Appendix A Section 5).

#### 5.0 PROCEDURES FOR COUNSELLING AND DISCIPLINING EMPLOYEES

The following procedure shall be applied to all cases of misconduct, whether they are performance, behaviour or Occupational Health & Safety related.

TYPE	ACTIVATED BY	ACTION	PERSON/S RESPONSIBLE
Level 1	Unsatisfactory conduct or performance that can be corrected by normal supervision	Give verbal warning/ counselling and record on Employee History Card	Leading Hand or Supervisor

Level 2(a)	Persistent verbal warnings/counselling or an incident that justifies an immediate written warning being issued	Counsel the employee and issue an "Employee Conduct Improvement Report" (refer to attachments)	Supervisor or Superior
Level 2(b)	At the review date noted on the "Conduct Improvement Report" (Step 2(a)).	Counsel the employee and issue an "Employee Conduct Review" Report (refer to attachments)	Supervisor or Superior
Level 3	Repetition of previous unacceptable conduct or performance of such seriousness that it could result in termination.	Interview the employee. Detail unsatisfactory conduct or performance. Give opportunity to defend/respond. Note and consider response then determine course of action. Issue "Final Warning" (refer to attachments)	Supervisor and Superior
Level 4	Conduct or performance that justifies termination either instant or with notice or payment in lieu.	Interview the employee. If investigation of circumstances required - suspend employee pending investigation. Detail unsatisfactory conduct or performance. Give opportunity to defend/respond. Consider response - if unsatisfactory advise employee and issue "Termination Advice" (refer to attachments)	Site Manager and General Manager

Note 1: Each level is not dependent on the other.

Note 2: At levels 3-4 the employee should be advised prior to, or at the start of, the counselling interview that he/she may have someone present with them.

(NB: This may be a union delegate)

## APPENDIX B

Employee Notice

Code of conduct

The following are examples of unacceptable conduct and work practices at Inghams Grandparent and Layer Breeder Farms.

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 Appendix 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.

### ANNEXURE C

**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).