

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA97/146

TITLE: Inghams Enterprises Pty Ltd, Castle Hill Maintenance Enterprise Agreement 1997

I.R.C. NO: 97/3624

DATE APPROVED/COMMENCEMENT: 18 July 1997

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 4

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all maintenance employees at the Castle Hill plant covered by the Metal and Engineering Industry (New South Wales) Interim Award

PARTIES: Inghams Enterprises Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

INGHAMS ENTERPRISES PTY LTD (CASTLE HILL)
MAINTENANCE AGREEMENT 1997



PREAMBLE

This agreement made this 30th day of April 1997 between Inghams Enterprises Pty Ltd, hereinafter referred to as the "Company" and the Automotive, Food, Metal, Engineering, Printing And Kindred Industries Union, New South Wales Branch, 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 Pty Ltd (Castle Hill) Maintenance Agreement - 1997.

2. **ARRANGEMENT**

1. Title
2. Arrangement
3. Application
4. Parties Bound
5. Relationship to Existing Awards
6. Wages & Allowances
7. Measures to Achieve Gains in Productivity, Efficiency and Flexibility
8. Dispute Settlement Procedures
9. Not To Be Used As A Precedent
10. Duration
11. No Further Claims
12. Signatories

3. **APPLICATION**

This agreement shall apply to Inghams Enterprises Pty Ltd and maintenance employees employed by the Company at its Castle Hill Plant, covered by the Metal & Engineering Industry (NSW) Award ("The Award").

4. **PARTIES BOUND**

This agreement shall be binding upon:

- (i) Inghams Enterprises Pty Ltd;
- (ii) **Automotive, Food, Metal, Engineering, Printing And Kindred Industries Union, New South Wales Branch.**
- (iii) All maintenance employees of the Company employed at its Castle Hill plant, covered by the Metal and Engineering Industry (NSW) Award.



5. **RELATIONSHIP TO EXISTING AWARDS**

This agreement shall be read and interpreted in conjunction with the Award. In the event of any inconsistency between the agreement and the Award, then this agreement shall take precedence.

6. **WAGES & ALLOWANCES**

6.1 Weekly hired employees shall be entitled to the following rates according to the classification in which they are employed.

CLASSIFICATION	Rate per Week Column 1	Rate per Week Column 2
Engineering Tradesman - C9	\$608.00	\$638.40
Engineering Tradesman - C10	\$568.31	\$596.26
Engineering Employee - C11	\$517.97	\$543.83
Engineering Employee - C12	\$497.07	\$521.92
Adult Apprentice 2nd Year	\$517.97	\$543.83

6.2 The rates of pay in column 1 shall be payable as from Monday, 7 April 1997. The rates of pay in column 2 shall be payable as from the first full pay period to commence on or after 7 April 1998.

6.3 The rates of pay in Clause 6.1 include compensation for all additional rates and allowances provided for in the Award.

6.4 The obtainment of a boiler certificate by an Engineering Tradesman (C10) shall be the basis for progression to a C9 classification.

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 **Routine Maintenance**

A routine maintenance program will be implemented through the use of check sheets with input from the maintenance employees in the development of check sheets,

7.2 **Holidays**

The additional holiday as prescribed in Clause 12 (vii) of the Award shall be taken on a day mutually agreed between the individual and the Company during the following twelve month period. This additional day may be taken in conjunction with a long weekend providing only one maintenance employee is off at any time.



7.3 Minor Adjustments

The program where-by Processing employees carry out minor adjustments and machine changes shall be continued and expanded.

7.4 Hours of Work

The spread of ordinary hours for maintenance employees shall be the same as for the factory.

Further, it is agreed in principle that maintenance employees shall work the same ordinary hours as the factory if the factory moves to working more than 8 ordinary hours per day or working ordinary hours Monday to Saturday.

8. 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:-

- (i) In the first instance Employees shall discuss any grievance or dispute with their immediate supervisor.
- (ii) If no settlement of the grievance or dispute is reached at Step (i), the matter shall be discussed between the Employee/s and/or their representative and the relevant nominated Company representative.
- (iii) In the event that settlement of the matter cannot be reached at Step (ii), it shall be notified to the Industrial Relations Commission in accordance with the Industrial Relations Act 1996.
- (iv) While the above procedures are in progress work shall continue normally.
- (v) 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.
- (vi) 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.
- (vii) Discussions at any stage of the procedure shall not be unreasonable 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.

9. NOT TO BE USED AS A PRECEDENT

This agreement shall not be used by the parties to this agreement in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.



10. DURATION

This agreement shall take effect from 30 April 1997 and shall continue for a period of two (2) years. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996. The parties agree to commence negotiations for a replacement agreement in February 1999.

11. NO FURTHER CLAIMS

This agreement shall be in settlement of all claims against the Company and except as provided herein, during the life of this agreement, there shall be no further wage increases.

12. SIGNATORIES

Signed for and on behalf of:

Inghams Enterprises Pty Ltd.

Chris Armitstead
Signature

CHRIS ARMITSTEAD
Printed Name

Witness

Pamela Renshall
Signature

Pamela Renshall
Printed Name

Automotive, Food, Metal,
Engineering, Printing and
Kindred Industries Union

James Allan
Signature

PAUL BASTIAN
LANCE SHEEN J.P.
Printed Name

Witness

Paul Bastian
Signature

Paul Bastian
Printed Name



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Inghams Enterprises Pty Ltd.

Chris Armitstead
Signature

CHRIS ARMITSTEAD
Printed Name

Witness

Pamela Penhall
Signature

Pamela Penhall
Printed Name

Automotive, Food, Metal,
Engineering, Printing and
Kindred Industries Union

James Allan
Signature

PAUL BASTIAN
LANCE SHEEN J.P.
Printed Name

Witness

Lance Sheen
Signature

Lance Sheen
Printed Name